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 policyholder employs persons covered by the policy*)

POLICY No SCBDX7083257/1002124

1 NAME OF POLICYHOLDER C.H Flats No.2 (Wootton Bassett) Ltd

2 DATE OF COMMENCEMENT OF INSURANCE POLICY 01/07/2025

3 DATE OF EXPIRY OF INSURANCE POLICY 30/06/2026

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 Guernsey, the Island of Jersey 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 AXA Insurance UK plc (Authorised Insurer)

Tara Foley
CEO AXA UK & Ireland

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.*

Energy House, Crow Arch Lane
Industrial Estate, Crow Arch Lane,
Ringwood, Hampshire, BH24 1PD

09/06/2025
Client Ref No. RJ-13658-85446
Invoice No. AKE0D9B

C.H Flats No.2 (Wootton Bassett) Ltd
The Hobbit House
Forest Road
Newport
Isle Of Wight
PO30 5LY

Invoice

AXA - Policy No SCBDX7083257/1002124 - Flats Policy

Effective Date
01/07/2025

Insurance Premium (Standard Rate IPT)	£2673.12
IPT @ 12%	£320.77
Arrangement Fee	£60.00
Total to be paid	**£3053.89**
Payments Received	£0.00
Balance due	**£3053.89**

Please ensure your payment is made within 14 days of your effective date.
We regret we are unable to continue cover without full payment.

Bacs payments can be sent to Barclays Sort Code: 20-11-39 Account No: 83983609

Please make your remittance payable to 'A-One Insurance Services (Bmth) Ltd'

Date of issue
09/06/2025
AXA Bordereau number
SCBDX7083257
AXA Agency number
9700389
Policy number
SCBDX7083257/1002124
Policy wording version
ACLD1436PA (10/23) (466732)
Reason for issue
Renewal

Your policy renewal schedule

Property Investors Protection Plan

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy. If you do not have access to the internet please contact us and we will send you a printed copy.

Important information about your renewal

- We have used the information in this document and your statement of fact to provide your insurance. You must check that the information is correct.
- If any of the information is incorrect we may change the terms and conditions, the premium, or withdraw cover.
- We have automatically increased your Buildings reinstatement declared value by the following percentages to allow for the effects of inflation:
  - Buildings of residential properties 3.34 %
- If you have provided updated sums insured at renewal we will use these values. Your updated sums insured are shown in your schedule.
- Please contact your insurance adviser if the Buildings reinstatement declared value is not correct as any claims may be affected if you are underinsured.

What you need to do next

- Please read the following documents to check the details are correct and that the level of cover meets your needs:
  - This schedule
  - Your statement of fact
  - Certificate of employers' liability insurance
  - Your policy wording
- We may have amended your terms and conditions so please carefully check the Endorsements and Excesses stated in this document.
- You should read this information along with your policy wording. Your policy wording contains conditions. You must comply with these conditions, including any actions that may be required of you. If you do not comply then your policy may not protect you in the event of a claim.
- If you have any questions or need to change any of the details or if you are unsure about any of the policy and section conditions, please contact your insurance adviser.
- Please keep this schedule safely with your policy wording.

Your documents

Please contact your insurance adviser if you require a copy of your policy wording

Your details

The Insured	C.H Flats No.2 (Wootton Bassett) Ltd
Correspondence Address	The Hobbit House,Forest Road,Newport,Isle Of Wight. PO30 5LY
Business Description	Property Owners

• **Business description** is your business activity or trade.

Your premium

Premium	£2,673.12
Insurance Premium Tax at the current rate	£320.77
Total amount to be paid	**£2,993.89**

Premium details

This amount is the additional or return premium for changes made.

Your period of insurance

Date this policy starts from	01/07/2025
Date this policy expires	30/06/2026
Renewal date	01/07/2026

Your cover summary

premises			**premium excluding IPT**
Marlborough Court	Property cover	✓ covered	£2,647.58
	Terrorism cover	✗ not covered	£0.00

cover		**premium excluding IPT**
Public liability	✓ covered	£0.00
Employers' liability	✓ covered	£0.00

Property cover

Please refer to the property insured section(s) of the schedule for details on the cover in place for buildings and or rental income.

Not covered

Sections that show not covered have not been included in your policy. If you would like to change your insurance cover, please contact your insurance adviser.

Your cover summary continued

Property insured

Premises 1

Marlborough Court,Royal Wootton Bassett,Swindon,Wiltshire,SN4 8HG.

Description Block of Flats

cover			sum insured
Buildings Cover	✓ covered	DA	£5,139,929 (£3,863,405)

cover		indemnity period	sum insured
Rental Income	✓ covered	36 months	£1,701,606

cover		
Terrorism Cover	Buildings	✗ not covered

• The amount shown in brackets is your **declared value**. This is the value you declared in accordance with the Day One Average clause (DA). A full explanation of this can be found in your policy wording.

Public liability

cover		limit of indemnity
Public liability	✓ covered	£10,000,000

• Provides **Public liability** cover for your activities as a property owner as detailed within the policy wording andschedule.

Employers' liability

cover		limit of indemnity
Employers' liability	✓ covered	£10,000,000

Legal Expenses

Legal Expenses is added to your policy as Section 6. The policy wording version for Legal expenses section is ACLD1078-E (06/22) 427189

cover		limit of indemnity
Legal Expenses	✓ covered	£250,000 any one claim £1,000,000 in the aggregate

You can obtain telephone based legal advice on UK law by calling the AXA legal advice line on 0330 024 5346 quoting AXA Commercial.

Arc Legal Assistance Ltd administers and manages the legal expenses section of this policy on our behalf. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768.

Property insured continued

Special clauses that apply to this policy

number	title
1	Subsidence

Endorsements that apply to this policy

• An **endorsement** is a change to your policy terms and conditions.

These endorsements apply to all premises.

PPP 690 Accidental release of asbestos (Claims made) cover

The “Asbestos exclusion” under the heading “What is not covered” of Section 3 – Public liability is deleted.

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages, **clean up costs** and **claim costs** arising from claims fist made against **you** and notified to **us** during the **period of insurance** caused by or arising from **asbestos** is £1,000,000

We will not cover

1 claims
  - a relating to the fear suffered by any person of the consequences of exposure to **asbestos**
  - b in respect of **property damage**, **nuisance or trespass** or **clean up costs**, unless arising from contamination resulting from the unplanned release of **asbestos** due to a **sudden incident** which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation.
  - c to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
  - d to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
    - i that **you** have disposed of
    - ii owned, leased, let, rented, hired or lent to **you**
    - iii for which **you** have any statutory duty to manage **asbestos.**
    - iv For any incident known to **you** or for which **you** should have been aware before the start of this cover

2 the greater of £1,000 or the amount of **excess** stated in **your** schedule in respect of **property damage, nuisance or trespass** or **clean up costs** caused by or arising from **asbestos.**

If during the **period of insurance you** first become aware of any circumstances that may give rise to a claim under this section and notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

The following additional conditions apply to this section.

1 If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**

2 If **you** discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
3 **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within the **policy territories.**

If **you** do not comply with these conditions **you** will not be covered and **we** will not make any payment in respect of a claim.

X16 - Subsidence Excess amendment clause

Special Clause 1 Subsidence ground Heave and Landslip a) is deleted and replaced by

a) The first £1500 of each and every loss in respect of Section 1 at each separate **premises** as ascertained after the application of any Condition of Average.

Flat roof condition

The following condition is added to the Section conditions of Section 1 – Buildings.

Where flat portions of the roof of the **buildings** constitute more than 40% of the total roof area, any flat portions of the roof of the **buildings** must have been inspected in the last 2 years, and be subject to further inspections at least once every 2 years, by a professional roofing contractor and any recommendations implemented. If **your** roof has not previously been inspected then **you** must have this done within 90 days from the start date of **your policy**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Date of issue
09/06/2025
Policy Number
SCBDX7083257/1002124
AXA Bordereau number
SCBDX7083257

Your statement of fact

Property Investors Protection Plan Insurance Policy

A **statement of fact** is a shared document between you and the insurer containing information you have provided. It's very important that the information in this document is correct.

Important information

This document together with your Renewal schedule shows the information you have provided.

- You must make a fair presentation of the risk to us. This means that you should tell us any information that may influence us in the acceptance of this insurance and the terms provided. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal. If you do not do this and fail to advise us of any inaccuracies or omissions your policy may not protect you in the event of a claim.
- This is a commercial insurance product intended for customers ranging from individuals who own or manage one or two residential or commercial properties to large commercial organisations with extensive property investment portfolios.
  If you do not let your property or charge a rental income then this product will not be suitable for your requirements and you should tell us and your Insurance Adviser immediately. Your Insurance Adviser will be able to source a policy that is more suitable for your requirements.
- If the sums insured that you have selected are not adequate this will result in the amount that we pay you in the event of a claim being reduced.

Your details

The insured	C.H Flats No.2 (Wootton Bassett) Ltd
Correspondence address	The Hobbit House,Forest Road,Newport,Isle Of Wight. PO30 5LY

Your broker's details

Name	A ONE INSURANCE SERVICES (BMTH) LTD
Agency number	9700389

What you need to do next

- Please check this document carefully to make sure all details are correct and that you have told us any important or relevant information which may influence our decision to accept this insurance.
- If any of the information is incorrect or if you are not sure if something is important or relevant you should tell your insurance adviser about it.
- If all the information in these documents is correct you don't need to do anything further and you should retain the documents safely.

We will provide the insurance cover based on the following statements being correct:

General details

Based on the knowledge of any senior management and anyone involved in arranging the insurance after making a reasonable search, no proposer (as a company or individual including any decision makers involved in how the business's activities are to be managed or organised), director or partner of the business (or of its subsidiary companies not otherwise excluded), either personally or in any business capacity has:

- ever been charged with (but not yet tried) or convicted of any criminal offences excluding motoring offences and offences that are spent under the Rehabilitation of Offenders Act 1974 and subsequent amendments to that Act
- in the last 5 years been declared bankrupt or been the subject of bankruptcy proceedings, an Administrative Receivership, a Company or Partnership or Individual Voluntary Arrangement, a Debt Relief Order, an Administration Order, a Compulsory Liquidation, a Creditors' Voluntary Liquidation, a Winding Up Order or any equivalents in Scotland or Northern Ireland
- in the last 5 years had a policy voided, renewal declined, cancelled where a cancellation clause has been invoked or had special terms imposed by an insurer
- in the last 5 years had a county court judgment or Scottish equivalent awarded against them

Claims

The claims details you have given to us are:

date of loss	property location	type of claim	total cost

About your property

Property 1 - Marlborough Court,Royal Wootton Bassett,Swindon,Wiltshire,SN4 8HG.

Year built	1977
Occupied as	Owner Occupied, Assured Short Hold Tenancies
The premises is not in an area with a history of flooding	
You are not aware of any previous flooding at the premises, whether or not it was insured and whether or not a claim was made	
The property or adjacent property has not suffered from, or does not show any visible signs of damage from subsidence, landslip or ground heave	
The property is not used as a House in Multiple Occupation (HMO)	
The property is not used for bed-sits	
The property is not used as holiday accommodation	
The property is not used as a hostel	
Listed building type	Not Listed
The property is of standard construction (walls built only of brick, stone or concrete and roofed only with slates, tiles or concrete.	
The property does not have external cladding/external wall insulation.	
Number of storeys where floor construction is wood	0
Number of storeys where floor construction is concrete	3
The property is not protected by a Sprinkler installation	

Claims and Underwriting Exchange register and Data Protection Notice

This notice explains how AXA may use the information you have provided for this quote.

Data protection

AXA Insurance UK plc is a member of the AXA Group. In order to supply your quote and then administer your insurance policy we will hold and use information including sensitive personal data (such as claims information) you have provided and may send it in confidence for secure processing to other companies in the AXA Group (or companies acting on our instructions) including those located outside the European Economic Area.
AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy. If you do not have access to the internet please contact us and we will send you a printed copy.

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at www.axa.co.uk/privacy-policy to find all about your rights, the information we collect on you and why. If you do not have access to the internet please contact us and we will send you a printed copy.

Sharing information and making checks

We also share your information and any subsequent claim information with other insurers, via the Claims and Underwriting Exchange Register run by Insurance Database Services (IDS) Ltd to check information and prevent fraudulent claims. When we process your request for insurance cover, we may search these registers. We may also make credit reference checks.

Declaration

Please read this declaration carefully. You should also show this declaration to anyone else who is covered by this insurance.

I/We have read the statement of fact (including the declaration) and any quote documents supplied.

I/We understand that I/we have a duty to make a fair presentation of the risk and that the particulars given in this statement of fact are correct.

I/we have not withheld information that may influence AXA Insurance UK plc in the acceptance of this insurance and the terms provided.

I/We understand that if answers are incorrect or if all relevant information has not been disclosed that this insurance may not protect me/us in the event of a claim.

I/We will tell AXA Insurance UK plc of any change to the details given before the start date of the contract, if any variation is required during the period of insurance and prior to each renewal.

I/We understand that AXA will pass the information on this document about any incident I/we may give details of to IDS Ltd so that they can make it available to other insurers. I/We also understand that, in response to any searches AXA may make in connection with this statement of fact or any incident I/we have given details of, IDS Ltd may pass AXA information it has received from other insurers about other incidents involving anyone insured under this policy.

Changes to this document

Please tell your insurance adviser immediately if any details in this document have changed. We may need to change the terms and conditions for your quote or premium.

A-ONE
INSURANCE GROUP

Making a Claim.

Taking out insurance with us means that you benefit from our expert, in-house claims team.

In the event of the claim, you will be allocated a dedicated claims handler that will act on your behalf and manage your claim from start to finish. We will work with the insurers to ensure you receive the best outcome possible, alleviating any added stress for you, our client.

To make a claim, please contact us as soon as possible. For out of hours support, please refer to your policy wording and then notify us at your earliest convenience...

Call Us
0333 222 1168

Email Us
propertyclaims@aoig.co.uk

Online
aoig.co.uk/claims

AN A-ONE INSURANCE GROUP COMPANY
aoig.co.uk

Key Changes Summary

Policy wording update

Periodically we conduct reviews of our products, to ensure that they are aligned to market standards and continue to reflect your needs.

We have recently conducted a review of the Property Investors Protection Plan policy and the findings of the review have led us to make some changes to the product. These changes can be categorised as:

1. changes to support the needs of Residential Property Owners
2. climate change coverage enhancements
3. changes to support the customer journey
4. adding and updating existing Business Interruption Changes
5. changes to some Excesses
6. exclusion updates
7. subsidence cover update
8. terrorism update.

Please ensure you read the changes below in conjunction with your new policy wording and schedule. If there is a conflict between the below information and your policy, the terms of your policy shall prevail.

What this means for you

Your previous policy and your new policy have differences in cover, conditions and exclusions but overall, the new policy provides cover more aligned to today's Real Estate customer's needs.

Please read the covers, conditions and exclusions within your schedule and policy wording for full details.

What's different

Your previous policy and your new policy have differences in covers, conditions and exclusions. This may include increases or decreases to any excesses that are applicable to covers under your policy. Please read the covers, conditions and exclusions within your schedule and policy wording for full details.

Changes to support the needs of Residential Property Owners

With the Flats product no longer being available, we have taken the opportunity to make some changes to the Property Investors Protection Plan policy to make it more suitable for those customers that would have previously purchased a Flats policy to protect their residential properties.

Key Changes summary *continued*

To better cater for residential properties the following changes have been adopted:

1. the Buildings definition has been amended to incorporate £20,000 of communal contents cover
2. the definition of the Insured has been modified for the purposes of residential properties to ensure that all the parties which the lease stipulates need to be insured are covered by the policy
3. a clarification has been added to the Alternative residential accommodation cover to confirm that following a loss any payment made under the cover will be made in addition to the Sum Insured set for the property.

Climate Change coverage enhancements

The impact of Climate Change has become a part of our day-to-day reality and is impacting how we go about our activities at work and at home. Given this we have tried to make the Property Investors Protection Plan policy more responsive to the influence of Climate Change by adding in:

1. cover for electric vehicle charge points within the Buildings definitions
2. Debris recycling cover
3. Flood resilience and protection expenses cover.

Changes to support you

We are constantly reviewing our practices and processes to ensure that they are aligned to regulatory requirements and are clear and understandable to you. Following our most recent product review we have decided to:

1. provide you with a 14-day cooling off period at both inception and at each subsequent renewal
2. include a Maintenance condition and modify our Reasonable precautions condition to provide greater guidance for you about your responsibilities to avoid any misunderstandings at the time of any loss.

Business interruption changes

It is important to us that you understand the scope of the coverage that you are purchasing, and we appreciate that having lots of endorsements doesn't support this objective. Considering this we have taken this opportunity to:

1. add our Disease exclusion into the wording
2. provide you with a Rental income section that includes all our updated cover clauses for
    a. Bombscare or unlawful occupation cover
    b. Denial of access (damage) cover
    c. Failure of public supply cover
    d. Loss of attraction (damage) cover
    e. Murder, suicide or disease cover
3. add exclusions to the Rental income section.

Excess Changes

We have also taken this opportunity to update our Excesses within the wording where possible so that this is clearer to you.

Exclusion updates

Various exclusions have been added or updated including:

1. Cyber exclusions for both the property and liability sections
2. Radioactive exclusion for the property sections
3. Date recognition exclusion for the property sections
4. Deliberate loss or damage exclusion added to the property sections
5. Pet damage exclusion added to the property sections
6. Disease exclusion added to the property sections
7. Fungal pathogens exclusion added to the property and liability sections.

Subsidence cover update

We have modified the exclusion contained within the Subsidence cover to clarify that garages which are part of a residential development are only covered if damage occurs to the main residential building at the same time from the same cause.

Terrorism update

We have taken the opportunity to amend our Terrorism cover to provide for those customers who were previously not eligible for coverage because they:

1. are private individuals who own residential property
2. own property in the Channel Islands and Isle of Man.

If you have any questions about your policy, whether that is in terms of cover or premium, please speak to your broker or insurance representative. They will be able to give you all the information and advice you need to make any decision about the cover required.

Policy wording

Property Investors Protection Plan

September 2023

Contents

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The policy describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The policy wording, schedule and any endorsement must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print. Details of the policy definitions can be found on page 5.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Important phone numbers

AXA claims telephone helpline		**0370 9000 867**
Glass replacement service* A quick and efficient service available 365 days a year.		**0300 303 2944**
Legal and tax advice** **Our** confidential legal and tax advice line is there to advise **you** on general UK law and taxation. Please quote AXA Commercial when **you** call.		**0330 024 5346**
Emergency helpline** **Our** 24 hour emergency helpline service is there to assist **you** in the event of an emergency occurring at **your** business premises, for which a tradesperson is required. Please quote AXA Commercial when **you** call. **We** will provide details of reputable contractors who will be able to help. The emergency assistance helpline will provide details of reputable contractors who will be able to help **you**. **You** will be responsible for the payment of any call-out charges, parts and cost of labour that are quoted by the contractor. This helpline is provided as an ancillary service to assist **you** in the event of an emergency only. Calling the emergency assistance helpline service does not constitute notification of an insurance claim under **your policy**.		**0330 024 5346**

* The Glass replacement service is provided by an AXA approved glazing and locks provider.

** The legal and tax advice helpline, and the emergency assistance helpline are provided by Arc Legal Assistance Ltd and may be serviced by a third party under their management.

Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Telephone calls may be monitored and recorded.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on pages 7 and 8 under the Claims notification condition and Claims procedures condition under Policy conditions.

Please contact **your** insurance adviser who will help **us** deal with **your** claim quickly and fairly.

Making a complaint

If **you** are not happy with the way in which a claim or any other matter has been dealt with, please read ‘Making a complaint’ on page 66 of the policy.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under each section.

Building(s)

Buildings at the **premises** shown in **your** schedule including

1 landlords fixtures and fittings, CCTV systems, entry and exit systems
2 outbuildings, annexes, private garages, gangways, foundations or footings, extensions, lamp posts, aerials, satellite dishes, street furniture, swimming pools, tennis courts, squash courts and children's playgrounds
3 walls, gates, fences and hedges
4 yards, car parks, roads, pavements, paved terraces, patios, paths and drives
5 underground pipes, septic tanks, drains, fuel tanks, piping, ducting, wires and associated switchgear and accessories on the **premises** and cables belonging to **you** or which **you** are responsible for
6 tenants improvements which **you** are responsible for
7 fixed glass in windows, doors, fixed signs, fanlights, skylights, partitions and fixed sanitary ware
8 tenants stock and possessions to a value of £10,000 in total any one **period of insurance** lawfully secured in lieu of rent owed
9 landlords contents to a value of £10,000 any one **premises**
10 **contents of communal parts** within residential buildings to a value of £20,000 any one **premises** but excluding valuables and artwork valued in excess of £1,000 in total and any property more specifically insured
11 electric vehicle chargepoints fixed to **your** building(s) and their tethered cables and connectors belonging to **you** or for which **you** are responsible to a total value of £5,000 at any one **premises**.

Business

Your ownership of the **premises** shown in the schedule including

1 owning, repairing, maintaining and decorating **your** own property or **premises** **you** use and land at the same address
2 providing and managing amenities for the benefit and welfare of **employed persons**
3 providing and managing facilities primarily used for fire prevention, safety or security
4 maintaining and repairing vehicles and machinery owned or used by **you**
5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
6 the sale or disposal of the **buildings** or any part of these.

Contents of communal parts

Furniture and all other property belonging to **you** or for which **you** are responsible in or on the stairs, halls and other communal parts of the residential **buildings** but not the contents of the individual residential units themselves.

Employed person(s)

1 Anyone under a contract of service or apprenticeship with **you**.
2 Anyone who is
   a employed by **you** or for **you** on a labour only basis
   b self employed
   c hired to **you** or borrowed by **you** from another employer
   d a voluntary helper or taking part in a work experience or training scheme
   e a prospective employee who is being assessed as to their suitability for employment

and under **your** control or supervision.

Empty

Any **building** that is wholly unoccupied, mainly unoccupied, disused or not in active use by **you** or any of **your** tenants for more than 45 consecutive days.

Excess

The first amount of any claim or claims for which **you** are responsible.

Period of insurance

The period from the start date to the expiry date shown in **your** schedule.

Policy

The policy wording and schedule and any endorsements attached or issued.

Policy territories

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

Premises

The address(es) shown in **your** schedule.

Rental income

The money paid or payable to **you** for tenancies and other charges for services provided in the course of **your business** at the **premises**.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps, or hornets.

We/us/our

AXA Insurance UK plc.

You/your

The person(s), firm, company or organisation shown in **your** schedule as the insured; and in relation to residential property also the freeholder and the long leaseholder where required by the lease agreement to be insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1 Cancel **your policy**
2 Declare **your policy** void (treating **your policy** as if it had never existed)
3 Change the terms of **your policy**
4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take action against **us** over this disagreement.

This condition does not apply to Section 3 – Public liability and Section 4 – Employers' liability.

Cancellation condition

1 **You** may cancel **your policy** within 14 days of receiving **your policy** at inception and within 14 days of renewal, if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
2 **You** may also cancel this **policy** at any time if **you** sell the **business** or sell all the property insured shown in **your** schedule, or **you** cease trading.
3 **We** can cancel **your policy**
   a at any time by giving 30 days written notice to **your** last known address
   b immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee of £25. Provided that no claim has been notified, paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** but in any event within 30 days of any material change

1 to the **business** and/or tenant or usage of the property insured
2 in the person, firm, company or organisation shown in **your** schedule as the insured
3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

1 as soon as practical
   a give **us** notice of any circumstances which might lead to a claim under this **policy**
   b give **us** all the information **we** request
2 immediately
   a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
   b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**

c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

1 **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property insured lost and otherwise minimise the claim.

2 At **your** expense **you** must provide **us** with

a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require

b any assistance to enable **us** to settle or defend a claim

c details of any other relevant insurances.

3 **You** must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without **our** written consent.

4 Following a claim **you** must allow **us** or anyone authorised by **us**

a access to **premises**

b to take possession of, or request delivery to **us** of any property insured.

5 **You** must not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

7 **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

8 **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

We will not pay **your** claim where **you** have not complied with **your** obligations in this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or

3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:

a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the amount of the claim to be paid or payable; and/or

b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4 Where **we** elect to apply one of the above then

a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal

b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal

c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

1. knowingly makes a fraudulent or exaggerated claim under **your policy**
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will

a refuse to pay the claim

b declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales shall apply. Unless **we** and **you** agree otherwise, the Law of England and Wales shall apply to this **policy**.

Maintenance condition

You must maintain **your** property at the **premises** in a good state of repair.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Policy administration fees condition

We may charge **you** an administration fee if **we**

1. make any changes to **your policy** on **your** behalf
2. agree to cancel **your policy**, or
3. are requested to print and re-send **your policy** documents to **you**.

We will not make a charge without informing **you**.

Reasonable care condition

You must take reasonable steps to

1. prevent or protect against injury, loss or damage
2. keep **your premises**, machinery, plant and equipment in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** to carry out inspection or survey.

You must complete any risk improvement requirements that **we** ask for within the period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of this **policy**.

We will not pay **your** claim where **you** have not complied with this condition.

Subrogation (our rights) condition

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

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

No party who is not **you** or **us** shall have any right under this **policy** and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this **policy**.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Section 1 - Buildings

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Alternative basis of settlement

We agree that if any of the **buildings** shown in **your** schedule are **damaged**, **we** will pay **you** the value of the **buildings** at the time of its **damage** or at **our** option reinstate or replace the **buildings** or any part of it.

The most **we** will pay under this **policy** will not exceed

1. in the whole, the total sum insured or for any item its sum insured at the time of **damage**
2. the sum insured or limit remaining after deduction for any other **damage** occurring during the same **period of insurance** unless **we** have agreed to reinstate any of the sum insured or limits.

Assigned premises

Buildings formerly owned by, leased by or leased to **you**, which has been assigned to a successor landlord or tenant before any occurrence which may result in a claim under this section.

Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Consequential loss

Loss, resulting from interruption of or interference with the **business** as a result of **damage** to property used by **you**, at the **premises**, for the purpose of the **business**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and 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 systems**.

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**; or

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage/damaged

Physical loss or destruction or damage.

Data

Any 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.

Declared value

Your assessment of the cost of reinstatement of the **buildings** at the level of costs applying at the start of the **period of insurance**, ignoring any increase in cost which may apply in the **period of insurance**, but including an allowance for

1 the additional cost of reinstatement to comply with public authority requirements

2 professional fees

3 debris removal costs

4 landlords contents, fixtures and fittings

5 Value Added Tax.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation or impact by any road vehicle or animal.

Denial of service attack

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

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Non-standard construction

Constructed of materials other than those detailed in the meaning of **standard construction**.

Phishing

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

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Buildings constructed of metal panels and composite panels insulated with materials other than polystyrene will be regarded as standard construction.

Storm

Storm excluding damage by **flood**.

Terrorism

For England, Scotland and Wales: 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 His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including, but not limited to the use of force or violence and or 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 put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** occurring during the **period of insurance** to any of **your buildings**. **We** will pay **you** for the value of the **buildings** at the time of its **damage** or for the amount of the **damage** or at **our** option reinstate or replace the **buildings** or any part of it.

Limit of cover

The most **we** will pay for any **buildings** covered by this section is the sum insured shown in **your** schedule for each item plus index linking unless stated in the wording that an extension will be paid in addition to the sum insured.

Extensions of cover

Additional management fees cover

We will cover **you** for the cost of managing agents fees that **you** incur for the management and supervision of repair or rebuilding work solely as a result of **damage**.

Provided that the fees solely relate to any additional work which would not have been necessary had the **damage** not occurred.

The most **we** will pay **you** for this cover is £25,000 during any one **period of insurance**.

Additional metered oil, metered water and metered gas cover

We will cover **you** for the additional metered oil, water or gas charges incurred by **you** as a result of **damage**. Provided that repairs are completed within 30 days of the **damage** being discovered. **We** will not cover **you** for the charges incurred for any **building** that is **empty**.

The most **we** will pay for this cover during any one **period of insurance** is £50,000.

The amount **we** pay will be based on the amount of the oil, water or gas charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** oil, water or gas consumption during the intervening period.

Alternative residential accommodation cover

We will cover **you** for costs of reasonable alternative accommodation for **your** tenants and temporary storage of **your** tenants furniture while the residential portion of the **damaged buildings** cannot be lived in or access is denied as a result of **damage**. This cover will only apply where **we** have made a payment or accepted liability under this section.

The most **we** will pay for this cover is 33.3% of the sum insured on the **damaged building** in addition to the **buildings** sum insured that has been **damaged** for a maximum period of 24 months from the date of **damage**. Provided that this cover is not insured elsewhere.

Archaeological discoveries cover

We will cover **you** for the costs incurred following **damage** as a direct result of **you** complying with **your** statutory obligations following the discovery of archaeological finds during site excavation.

Provided that **you** did not have any pre existing knowledge of the presence of archaeological remains prior to the start of works.

The most **we** will pay for this cover is £100,000 any one claim.

Architects, surveyors, legal and consulting engineers fees cover

We will cover **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **buildings** as a result of its **damage**, but not for preparing any claim.

Concern for welfare costs cover

We will cover **you** for **damage** caused by the police or people acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of an occupier of the **buildings**.

Provided that **we** will not be responsible for costs incurred following **damage** caused by the police in the course of criminal investigations.

The most **we** will pay for this cover is £25,000 any one claim.

Condition of average waiver cover

In the event of a claim **we** agree to waive Special condition **2** of the Day one average cover of this section providing

1. **you** give **us** documentary evidence of a valuation/revaluation by a Fellow or Member of the Royal Institute of Chartered Surveyors made no more than three years before the **damage**; this valuation must make provision for VAT if required.
2. annual interim revaluations have been undertaken in accordance with the Royal Institute of Chartered Surveyors Rebuilding cost index
3. the **declared value** is based on the valuations/revaluations at each renewal.

In the event of any undisclosed structural alterations or additions, this waiver will not be valid until a subsequent revaluation has been completed and the **declared value** is amended accordingly.

Contractors interest cover

Where **you** are required to arrange insurance for the **buildings** in the joint names of **you** and the contractor under the terms of a contract condition then the interest of the contractor in the **buildings** as joint insured is noted. Provided **you** advise **us** of details of any single contract valued in excess of £250,000 and pay any additional premium **we** may require.

Contract works cover

We will cover **you** for contract works undertaken on any **building** in the performance of any contract where **you** are responsible for arranging insurance cover under the terms of the contract.

Provided that

1 this cover will only apply as long as the contract works are not insured elsewhere

2 **we** will not be liable for the first £400 of each and every loss.

The most **we** will pay **you** for this cover is £250,000 for any one claim.

Damage to cables and underground pipes cover

We will cover **you** for the costs that **you** incur following **damage** for which **you** are responsible to cables and underground pipes including their inspection covers at the **buildings** or connecting the **buildings** to the public mains.

Day one average cover

Subject to the following special conditions, the amount payable for **buildings** under sums shown as the **declared value** in **your policy** schedule will be calculated as reinstatement of the **damaged buildings**.

For this purpose, reinstatement means

1 the rebuilding or replacement of **damaged buildings**, which provided **our** liability is not increased may be completed

   a in any manner suitable to **your** requirements

   b on a different site

2 the repair or restoration of **damaged buildings** in either case, to a condition equivalent to or the same as but not better or more extensive than its condition when new.

Provided that **you** have stated the **declared value**, shown in **your** schedule for each **building**, and the premium has been calculated accordingly.

Special conditions applicable to Day one average cover

1 At the start of each **period of insurance** **you** must tell **us** the **declared value** of each **building**. If **you** do not provide **us** with a new **declared value** the current **declared value** will be increased in line with the Inflation protection cover for the next **period of insurance**.

2 If at the time of **damage** the **declared value** of the **building** **you** are claiming for is less than the cost of reinstatement at the start of the **period of insurance**, **our** liability for any **damage** will be proportionately reduced and will be limited to the proportion that the **declared value** bears to the cost of reinstatement.

3 **Our** liability for the repair or restoration of **buildings damaged** in part only, will not exceed the amount which would have been paid had the **buildings** been completely destroyed.

4 No payment will be made beyond the amount that would have been payable in the absence of this Day one average cover

   a unless reinstatement starts and proceeds without unreasonable delay

   b until the cost of reinstatement has been incurred

   c if the **buildings** at the time of the **damage** is insured by any other insurance which is not on the same basis of reinstatement.

If **you** do not comply with Special condition **4** or **you** decide not to rebuild the **buildings** in a condition equal to but not better or more extensive than its condition when new, then this cover is cancelled and **our** and **your** rights and liabilities in respect of the **damage** will be subject to the following Condition of average (under insurance).

Condition of average (under insurance)

The cover for each **building** is deemed to be subject to average i.e. if the **building** at the time of **damage** is valued at more than 115% of the **declared value** stated in **your** schedule, then **you** will be considered as self insured for the difference and will be responsible for a proportionate share of the loss.

Debris recycling cover

We will cover **you** for the additional costs and expenses that **you** incur with **our** written consent to sort, separate and transport recyclable debris to recycling amenities following **damage**

Provided that

1. **We** will not be liable for the first 10% of all costs and expense payable under this extension
2. The most **we** will pay for all claims in total for this cover is the lower of either £25,000 or 25% of the total amount paid or payable by **us** in respect of the costs of removing debris.

Designation cover

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.

Drains clearance cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your premises** for which **you** are legally responsible, following **damage** to **your premises**.

Emergency services cover

We will cover the costs and expenses incurred by **you** following **damage** to the **buildings** resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising **damage** covered by this section.

Environmental cover

We will cover **you** for the additional costs necessarily and reasonably incurred with **our** consent in rebuilding or repairing the **buildings** following **damage** in a manner that aims to reduce potential harm to the environment by improving energy efficiency.

We will not cover **you**

1. under this cover for the additional cost of complying with any Act of Parliament or bye-laws of any public authority
2. for any additional costs for work **you** had already planned to be carried out prior to the **damage**
3. for any additional costs for replacing undamaged **buildings**
4. for any **empty buildings**
5. where **you** elect not to rebuild or repair the **building**.

The most **we** will pay for this cover is £500,000 any one claim for any one **building** in addition to the agreed sum insured for the **building**.

Eviction of squatters expenses cover

We will cover **you** for legal expenses that **you** incur in pursuit of proceedings to evict squatters from any of the **premises** or parts of them with **our** prior written consent.

The most **we** will pay **you** for this cover is £15,000 any one loss.

Expediting costs cover

We will cover **you** for the costs and expenses that **you** incur with **our** written consent for temporary repairs to the **buildings** in order to keep **your buildings** secured.

The most **we** will pay for this cover is £10,000 for any one **building** during any one **period of insurance**.

Explosion of steam pressure plant cover

We will cover **damage** to **buildings** with a **declared value** in excess of £1,000,000 resulting from the bursting of any boiler or other plant which belongs to or is under **your** control and in which internal pressure is due to steam only and which is not caused by any boiler or gas used for domestic purposes.

Provided that

1 **our** liability will not exceed £1,000,000 any one claim in excess of the first £1,000,000 any one claim
2 a separate Engineering insurance policy is in force for the first £1,000,000 of each and every claim
3 the plant is regularly inspected by an independent competent engineer in accordance with statutory requirements.

The Steam pressure exclusion under 'What is not covered' does not apply for this cover.

Extinguishment and alarm resetting expenses cover

We will cover **you** for the cost of replacing and/or replenishing extinguishment materials when **you**, **employed persons** or the fire brigade attempt to extinguish or minimise loss by fire. Provided that the costs and expenses cannot be recovered from the public authority responsible.

Falling aerials cover

We will cover **you** for **damage** to the **buildings** arising from breakage or collapse of television and radio receiving aerials (including satellite dishes) fittings and masts.

Flood resilience and protection expenses cover

In the event of **damage** to **premises** insured caused by **flood**, **we** will pay for:

1 any additional rebuilding costs for the incorporation of flood resilient materials
2 the relocation within the same buildings of replacement landlords fixtures and fittings insured under the **policy** to an area of reduced exposure to **damage** by water arising from **storm** and/or **flood**
3 the additional costs in the utilisation of BS 851188 (or similar or replacement standard) approved products or other appropriate products, methods or schemes including specialist consultant fees for the purposes of providing protection against future **damage** by water arising from **storm** and/or **flood**

We will not pay for:

a any additional costs for work **you** had already planned to be carried out prior to such **damage**
b the most **we** will pay for all claims in total for this cover is the lower of either £25,000 or 100% of the actual amount paid or payable by **us** to reinstate the **damage** in the absence of this cover. This will be paid by **us** in addition to the **buildings declared value**
c any additional costs for the amount of any charge or assessment arising out of capital appreciation which may be payable by **you** in respect of the **premises** insured
d any additional costs for the cost incurred in complying with prevailing regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **you** prior to the happening of such **damage**
e any additional costs for replacing or protecting undamaged parts of the **premises** insured
f the first 10% of all costs otherwise payable under the terms of this cover
g any costs if **you** choose not to rebuild the **buildings**. If **our** liability is reduced by the application of any of the terms and conditions of this **policy**, **our** liability under this cover will be similarly reduced.

Fly tipping cover

We will cover **you** for the costs that **you** necessarily and reasonably incur in clearing and removing any property illegally deposited in or around the **buildings**.

You will be responsible for the first £1,000 of each and every claim.

The most **we** will pay for this cover is £10,000 for any one claim and £50,000 during any one **period of insurance**.

Frustrated legal costs cover

If the sale of any **buildings** is cancelled solely as a result of **damage** then **we** will cover **you** for the actual loss sustained by **you** for legal costs and expenses incurred or subsequently incurred solely as a result of the cancellation of the sale as a result of the **damage**.

The most **we** will pay for all claims in total for this cover is £25,000 during any one **period of insurance**.

Further investigation expenses cover

Where a **building** has suffered **damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to portions of the same **building** which is not immediately apparent, **we** will cover the reasonable costs incurred by **you** with **our** written consent in establishing whether or not such **damage** has occurred.

We will also cover the reasonable costs incurred by **you** with **our** written consent in establishing whether or not other surrounding **buildings** have suffered **damage** in the same incident but only if those **buildings** are subsequently found to have suffered **damage** for which **we** are responsible.

Gardening Equipment

We will pay for **damage** to gardening equipment owned by **you** and used by **you**, or on **your** behalf, in connection with the **business** at the premises.

Our liability under this extension will not exceed £10,000 in any one **period of insurance**.

Glass breakage cover

We will, at **our** option, pay for or make good any breakage or malicious scratching of all internal or external fixed glass, belonging to **you** or for which **you** are responsible at the **premises**. Provided that the glass is in good condition and free from **damage** at the start of this **policy**.

We will also pay for the cost of

1. boarding up and repair to associated framework, reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent
2. removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass
3. resetting **your** alarm.

Hire agreement cover

It is agreed that at **your** request the interest of owners of hired in equipment are noted. **You** must provide **us** with the names, nature and extent of such interests at the time of the **damage**.

Illegal cultivation of drugs cover

We will cover **you** for the clean up costs and remedial works from the use of the **premises** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

Provided that **you**

1. carry out internal and external inspections of the **buildings** at least every 3 months or as frequently as is permitted under the tenancy agreement and
   - a maintain a log of those inspections and retain that log for at least 24 months
   - b carry out a 6 monthly management check of the inspections log
2. obtain and record a written formal identification of any prospective tenant
3. obtain and retain a written employers reference for any new tenant
4. obtain and record details of **your** tenant's bank account and verify those details by receiving at least one payment from that account
5. advise **your** tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items **2**, **3** and **4** above for all lettings that they arrange.

If **you** do not comply with the above **you** will not receive payment in respect of a claim.

Inflation protection cover

We will adjust the **declared value** for **buildings** in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Insurance premiums cover

We will cover **you** for the costs of any additional insurance premiums incurred solely as a result of **damage**.

The most **we** will pay for all claims in total for this cover is £10,000 during any one **period of insurance**.

Involuntary betterment cover

In the event that new property of like kind and quality is not available, new property which is as similar as possible to that which is **damaged** and is capable of performing the same function, will be deemed to be new property of like kind and quality and in no event will this be considered as a betterment to **you**.

In the event of replacement with new property **we** will pay the cost of purchasing and installing technologically current equipment which is needed due to incompatibility between

1 new equipment installed to replace the **damaged** equipment

   and

2 non **damaged** existing equipment at the same or an interdependent location

   provided that

   a the **damage** is covered by this section

   b **we** will only pay the amount sufficient to enable **you** to resume operations in substantially the same manner as before the **damage**

   We will pay the difference between

      i the highest sales value of the non **damaged** existing equipment at the same or interdependent location and

      ii the installed cost of the technologically current equipment.

The most **we** will pay for this cover is £500,000 any one claim.

For the purpose of the application of any **excess** the **damage** and the necessity to replace incompatible equipment shall be regarded as one occurrence.

Landscaped gardens cover

We will cover **you** for the costs that **you** incur in restoring any **damage** to landscaped gardens including trees at the **premises** as a result of **damage** covered by this section.

Landscaped gardens (emergency services) cover

We will cover **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, which **you** are responsible for, when the emergency services are attending the **premises** as a result of **damage**.

Liability under Landlord and Tenant (Covenants) Act 1995 (Privity of Contract) cover

The cover provided here is on a claims made basis.

All costs and expenses incurred with **our** prior written approval are included within the limits of liability stated in part **3** of this cover.

1 **We** will cover **you** for legal liability as a former landlord or tenant to any current landlord or tenant to provide cover to repair or reinstate **damage** to premises which

   a arises from a breach by any current landlord or tenant of their obligations under a lease to provide cover to repair or reinstate **damage** covered under this section to any **assigned premises** where **you** have also breached those obligations

   and

   b arises out of any claim which is first made in writing to **you** during any **period of insurance** and notified to **us**

      i during

      or

      ii within 30 days after expiry of

      the same **period of insurance**.

2 **We** will cover **you** for **your** legal liability for claimant's costs and expenses in connection with **1** above.

3 **We** will cover **you** for

a the costs of legal representation at court proceedings arising out of any occurrence specified in **1** above, which may be the subject of indemnity under this cover incurred with **our** written consent

b all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** above incurred with **our** written consent

provided that

i **our** liability any one claim for buildings and rental income will not exceed £2,000,000 in the aggregate any one **period of insurance**

ii in no circumstances will **our** liability exceed the lesser of

1 the difference between

a the amount payable under the insurance effected by any other landlord, former landlord, tenant, former tenant or any other insurance of this type

and

b the total cost of insurance repairs or reinstatement provided for by this **policy**

except in cases which fall within **2a** and **2b** below, the difference between

2 a the amount payable under any insurance effected by any other landlord, former landlord, tenant, former tenant or any other insurance of this type

and

b the total amount payable by the **alternative basis of settlement** under this **policy**

if at the date of the claim the **assigned premises** is intended for renovation, refurbishment or redevelopment

c in either of **1a**, **1b**, **2a** or **2b** above **our** rateable portion of the **damage** calculated according to the number of people (whether insured or not) who have at any time held or who hold the reversion of the lease of the **assigned premises**

3 **you** must take all reasonable steps, including but not limited to, making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the **assigned premises** following disposal.

Loss minimisation and prevention expenditure cover

We will pay the costs and expenses necessarily and reasonably incurred by **you** or on **your** behalf to

1 prevent or minimise further **damage** at the **premises**

2 prevent **damage** threatened by the illegal deposit of combustible property in on or around the **premises**.

Provided that these costs are

a as a direct result of or directly related to the **damage** or threatened **damage**

b not more specifically insured under this or any other policy, bond, indemnity security or other legally binding contract

c incurred with **our** consent for any amount greater than £2,500 any one loss.

Provided that

i **you** will be responsible for the first 10% of all costs payable or £400 whichever is the greater

ii the most **we** will pay for all claims in total for this cover is £25,000 in any one **period of insurance**.

Loss of investment value cover

If any **building** awaiting sale suffers **damage** and the sale is delayed because of the **damage** and the price achieved is less than would have been achieved had the sale of the **building** not been delayed, **we** will cover **you** for loss of investment value following delay in sale as a result of

damage. Provided that the loss was specifically due to **damage** and not due to a general decline in investment values.

You will have to substantiate the amount **you** are claiming for and this will need to be agreed by **us**. **We** will take into consideration any amounts already recovered for **damage** covered under this section or from any other policy.

Provided that

1 if at the time of **damage you** have entered into a contract to sell **your** interest in the **buildings** or have accepted an offer in writing and the sale has not been completed, solely as a result of **damage**

2 the most **we** will pay for all claims in total for this cover is £500,000 for any one claim in addition to the agreed sum insured for the **buildings**.

Loss of market value cover

We agree that

1 if **you** elect not to repair or rebuild the **buildings**, **we** will pay **you** the reduction in the market value of the **buildings** immediately following the **damage** but not exceeding the amount which would have been payable had the **buildings** been repaired or rebuilt

2 if as a result of **damage you** are required to rebuild or reinstate the **buildings** in a manner different from that immediately before the **damage** solely to comply with the stipulations (as defined in the Public authorities cover) and as a result there is reduction in market value of the **buildings** **we** agree to pay

   a the cost of repairing or reinstating the **buildings**

   b a cash settlement representing the reduction in market value

   so that the total payment made is no greater than the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition immediately before the **damage**.

Provided that the total amount recoverable under any item of the **policy** will not exceed its sum insured.

Mortgagees and other interests cover

The interest of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the **buildings** is noted and should be advised to **us** in the event of a claim.

In addition, **your** interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **buildings** where the risk of **damage** is increased without **your** or the mortgagees authority or knowledge. Provided that once **you** or the mortgagees are aware of the increased risk, **you** must give **us** written notice as soon as possible and pay any additional premium that **we** may require.

Munitions of war cover

The War risk exclusion will not apply to **damage** to **buildings** from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within five miles of the **premises**, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Non-invalidation cover

The cover provided by this section will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that when **you** become aware of it, **you** tell **us** immediately and pay any necessary additional premium and comply with any additional terms agreed with **us**.

Obsolete building materials cover

We will cover **you** for the reasonable additional costs that **you** incur in the replacement of **damaged buildings** where more modern materials are used, provided that the original materials used at the time of installation were appropriate for the type of building considering other materials available at that time.

The replacement **buildings** will not be regarded as being better or more extensive than when new, provided that **our** liability does not exceed 10% of the relevant **declared value** of the **buildings** for the additional costs.

Personal possessions cover

We will cover **you** for **damage** to any of **your** directors, partners, customers, visitors and **employed persons** personal effects (other than motor vehicles) provided that they are not insured elsewhere.

The most **we** will pay for all claims in total for this cover is £500 any one person.

Public authorities cover

Subject to the following special conditions, the cover for **your buildings** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or there to support any Act of Parliament or bye-laws of any public authority referred to as the stipulations, for

- a the **damage** to the **buildings**
- b undamaged portions of the **buildings**.

Excluding

1. the cost incurred in complying with the stipulations
   - a for damage occurring prior to the granting of this cover
   - b for damage not insured by this section
   - c where **you** have been served notice prior to the damage happening
   - d where there is an existing requirement which has to be implemented within a given period
   - e for **buildings** entirely undamaged by any insured event
2. the additional cost that would have been required to make good the damaged **buildings** to a condition the same as when new, had the need to comply with the stipulations not arisen
3. the amount of any charge or assessment arising out of capital appreciation which may be payable for the **buildings** or by the owner to comply with the stipulations.

Special conditions applicable to Public authorities cover

1. Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the **damage** or any further time that **we** agree (during those 12 months).
2. Reinstatement may be carried out on another site (if the stipulations require) subject to **our** liability under this extension not being increased.
3. If **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability for Public authorities cover will be reduced proportionately.
4. The total amount recoverable for any **buildings** will not exceed its sum insured.

Public relations expenses cover

We will cover reasonable costs incurred by **you** if as a result of **damage** to any **building you** need to employ suitable public relations personnel to deal with press and public announcements or other necessary activities.

The most **we** will pay for this cover is £2,500 for any one claim and £10,000 during any one **period of insurance**.

Reinstatement of sum insured after loss cover

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss, unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will always

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. complete/include any additional risk improvements which **we** may reasonably require.

Reinstatement to match cover

We will cover **you** for the cost of replacement or modification of non **damaged** parts of the **buildings** that form part of a suite, common design or function where the **damage** is restricted to a clearly identifiable area or to a specific part.

Provided always that **our** liability will in no case exceed 10% of the **declared value** any one occurrence or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

Removal of debris cover

We will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1. removing debris from
2. dismantling and/or demolishing
3. shoring up or propping

the portion or portions of the **buildings** as a result of **damage**. **We** will not pay for costs or expenses

- a incurred in removing debris except from the site of the **damaged buildings** and the area immediately adjacent to the site
- b arising from pollution or contamination of property not insured by this section.

Removal of debris (tenants contents) cover

We will cover **you** for the irrecoverable costs and expenses (where they are not insured elsewhere) incurred by **you** with **our** consent to remove the debris of tenants contents following **damage**.

We will not cover costs or expenses

1. incurred in removing debris except from the site of the **damaged buildings** and the area immediately adjacent to the site
2. arising from pollution or contamination of other property not insured by this section.

Removal of nests cover

We will cover **you** for the cost of removing wasps, bees or hornets nests from the **buildings**.

The most **we** will pay for this cover is £1,000 any one claim.

Removal of vermin cover

We will cover the reasonable costs incurred by **you** where **you** are required by a local authority or similar body to have **vermin** removed from any **building**.

The most **we** will pay for this cover is £5,000 for any one claim and £25,000 during any one **period of insurance**.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours caused by earthquake, **storm** or **flood** as one claim, provided the perils are covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance**.

Sprinkler upgrade costs cover

We will cover **you** for the additional costs incurred following **damage** to the **buildings** to upgrade an automatic sprinkler installation within **your buildings** in order to meet current Loss Prevention Council (LPC) rules.

Provided that at the date of the **damage** the installation conforms to the LPC rules current at the date of installation and that the system has a complete service record up to the date of the **damage**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**

3. any tenant provided that
   - a the **damage** did not result from a criminal, fraudulent or malicious act of the tenant and/or

   b the tenant contributes to the cost of insuring the **buildings** against the event which caused the **damage**

4 the managing agent of the **premises** insured under this **policy** provided that the **damage** did not result from a criminal, fraudulent or malicious act of the managing agent.

Temporary removal cover

We will cover **you** for the temporary removal of

1 property insured covered by this section for cleaning, renovation or repair

2 deeds, documents and plans

to any building within the **policy territories**.

The most **we** will pay for this cover for any one claim under each of **1** and **2** is £50,000.

Theft of building fabric cover

We will cover **you** for

1 **damage** to the external fabric of the **buildings** as a result of theft or attempted theft

2 **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **buildings**.

Provided that **you** will be responsible for the first £400 for each and every loss after the application of any condition of average.

This cover does not apply to any **buildings** which are **empty**.

Theft of keys cover

We will cover **you** for the cost of replacing external door locks or resetting digital locks after the loss of keys due to

1 theft from the **buildings**, registered office or from **your** home

2 theft following hold-up when the keys are in the personal custody of **you** or any principal, director, partner or **employed person** authorised to hold such keys

3 reasonable evidence that the keys have been duplicated by an unauthorised person.

The most **we** will pay for this cover for any one **premises** any one **period of insurance** is £5,000.

Trace and access cover

We will cover **you** for the reasonable costs that **you** incur in finding the source of **damage** and repairing it, caused by

1 the escape of water or fuel oil from any tank, apparatus or pipe

2 **damage** to cables, underground pipes and drains providing services to the **premises** and for which **you** are legally responsible.

Transfer of interest cover

If at the time of **damage you** have entered into a contract to sell **your** interest in the **buildings** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

Tree felling or lopping cover

We will cover **you** for the cost of felling or lopping trees at the **premises** which are immediate threats to the safety of life or property as a result of **damage**.

The most **we** will pay for this cover is £500 for any one claim and £5,000 during any one **period of insurance**.

Tree removal cover

We will cover the reasonable costs and expenses necessarily incurred in removing fallen trees and branches from the **premises** resulting from **damage**.

The most **we** will pay for this cover is £500 for any one claim and £5,000 during any one **period of insurance**.

Unauthorised use of electricity, gas, oil and water cover

We will cover **you** for the charges that **you** are responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by people taking possession, keeping possession or occupying **buildings** without **your** authority. Provided that **you** take all reasonable steps to terminate the unauthorised use as soon as it is discovered.

Undamaged portions of buildings cover

We will cover **you** for the costs and expenses necessarily incurred by **you** with **our** prior consent in replacing or modifying non **damaged** portions of the **buildings**.

Providing it is necessary to make those alterations and they are in keeping with the repairs, restoration or replacement of the **damaged** portion of the **buildings**.

The most **we** will pay **you** for this cover for the undamaged portions of the **buildings** (other than foundations) is 20% of the total cost of rebuilding had the **damaged buildings** been totally destroyed.

Value added tax (VAT) cover

We will cover **you** for VAT, paid by **you**, which is not recoverable.

Provided that

1 a **your** liability for the tax arises as a result of the reinstatement or repair of the **buildings** following **damage**

b **we** have paid or have agreed to pay for the **damage**

c if any payment made by **us** is less than the actual cost of the reinstatement or repair of the **damage**, then any payment under this cover, resulting from that **damage**, will be reduced by the same proportion

2 **your** liability for VAT does not arise from the replacement **buildings** having a greater floor area, or being better or more extensive than the **damaged buildings**

3 where the **building** is reinstated on another site **our** liability will not be higher than the amount of VAT that would have been payable had the **buildings** been rebuilt on its original site

4 **our** liability does not include amounts **you** have paid as penalties or interest for non payment or late payment of VAT

5 **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any condition of average, reinstatement costs will be exclusive of VAT. **Our** liability may be more than the sum insured for a **building** where the additional amount is solely as a result of VAT.

✘ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Brittle articles exclusion

We will not cover **you** for any loss, damage, cost or expense to glass (other than fixed glass) china, earthenware, marble, curiosities, works of art or other fragile or brittle objects other than **damage** caused by a **defined peril** which is covered by this section.

Collapse exclusion

We will not cover **you** for any loss, damage, cost or expense to the **building** or structure caused by its own collapse or cracking other than for **damage** caused by a **defined peril** which is covered by this section.

Collusion exclusion

We will not cover **you** for any loss, damage, cost or expense by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or **employed persons** or any member of **your** family or any other person lawfully at the **premises**.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**, **employed persons** or any other person who is responsible for the **buildings**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes 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 a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, **we** will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by the section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Excess exclusion

We will not cover **you** for the amount shown below for each and every loss at each **premises** after the application of all other terms and conditions of the **policy** including any condition of average:

1 **damage** by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake £400

2 **damage** by **flood** £400

3 **damage** by escape of water from any tank apparatus or pipe £650

4 all other **damage** £400.

Faulty or defective workmanship exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any **employed persons** or anyone on **your** behalf, other than for **damage** caused by a **defined peril** which is covered by this section.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **employed persons** or any other person who is responsible for the **buildings** or results from voluntarily parting with title or possession of any **buildings** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Miscellaneous damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of

1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

2 change in temperature, colour, flavour, texture or finish

3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

4 mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

other than for **damage** caused by a **defined peril** which is covered by this section.

More specific insurance exclusion

We will not cover **you** for any **buildings** more specifically insured by **you** or on **your** behalf.

Other property exclusion

We will not cover **you** for any loss, damage, cost or expense to

1 property or structures in course of construction or erection and materials or supplies in connection with all such property

2 land, piers, jetties, bridges, culverts and excavations

3 trees or growing crops

4 pitch fibre pipes

unless specifically covered by this section.

Pet damage exclusion

We will not cover **you** for any loss, damage, cost or expense to property insured when caused by a domestic pet.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section

2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Property in the open exclusion

We will not cover **you** for any loss, damage, cost or expense in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Steam pressure exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus where internal pressure is due to steam only belonging to **you** or under **your** control.

But **we** will cover subsequent **damage** which results from a cause covered by this section.

Subsidence exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or resulting from

1 subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

2 coastal or river erosion

3 normal settlement or bedding down of new structures.

Part 1 of this exclusion does not apply if Special clause 1 Subsidence cover is shown as covered in **your** schedule.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 for England, Scotland, Wales, the Channel Islands and the Isle of Man

  a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

  b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 for Northern Ireland

  a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

  b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

  c riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

War risk exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Change in tenancy condition

You must tell **us** of all changes in tenancy or occupation within the **buildings** as soon as possible during the **period of insurance** but in any event within 30 days.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Construction of buildings condition

Unless otherwise stated the **buildings** described in **your** schedule must be of **standard construction**.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **buildings**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the **buildings** insured.

Empty properties condition

1. **You** must tell **us** immediately **you** become aware
   a. that the **building** is **empty**
   b. of any **damage** to the **empty building** whether the **damage** is insured or not.
2. **You** must ensure that the **building** is inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection must be maintained by **you**.
3. **You** must ensure that all refuse, waste materials and any combustible residual tenants contents be removed from the interior of the **building** and no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **you**.
4. **You** must secure the **building** and put all protective locking devices and any alarm protection into effective operation.
5. **You** must ensure that the gas and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm systems).
6. Any **empty building** or **empty** portion of the **building** must have all water supplies including sprinkler systems drained and isolated from the mains.
7. **You** must implement any additional protections that **we** may require within the time scale **we** specify.
8. All **damage** to the **building** must be rectified immediately.
9. Letterboxes must be sealed.
10. The final exit door of the **building** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard (BS) 3621 or a cylinder lock conforming to European Norm (EN) 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, will have a contract providing the required inspection.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Fire extinguishing appliances condition

Fire extinguishing equipment must be

1. maintained in efficient working order. Any proposed changes, repairs or alterations to any sprinkler or alarm system must be agreed with **us**
2. routinely tested and any defects promptly rectified.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Payments on account condition

In the event of **damage we** can, at **our** option, make monthly payments to **you** if required.

Reinstatement condition

If any **building** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **building** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one **building**.

Workmen's condition

Joiners and other tradesmen are allowed on the **building** to make repairs or minor structural alterations without prejudice to this insurance.

Section 2 - Rental income

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Notes

1 For the purpose of these definitions any adjustments implemented in current cost accounting will be disregarded.

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

3 Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **damage**, or which would have affected the **business** had the **damage** not occurred so that the adjusted figure represents as closely as possible the results which would have been obtained during the relative period after the **damage**.

Annual rental income

The **rental income** during the 12 months immediately before the date of the **damage**.

Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and 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 systems**.

Cyber incident

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

Damage/damaged

Physical loss or destruction or damage to **premises** used by **you** for the purpose of the **business**.

Data

Any 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 gateway, user credentials, websites, or any information whatever.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation or impact by any road vehicle or animal.

Denial of service attack

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

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from **storm** or not.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Indemnity period

The period during which the **business** is affected beginning when the **damage** occurred and ending not later than the maximum indemnity period shown in **your** schedule.

Phishing

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

Standard rental income

The **rental income** during the period in the 12 months (or a proportionately increased multiple, if the **indemnity period** exceeds 12 months) immediately before the date of the **damage** which corresponds with the **indemnity period**.

Storm

Storm excluding damage by **flood**.

Terrorism

For England, Scotland and Wales: 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 His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including, but not limited to the use of force or violence and/or 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 put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Loss of rental income cover

We will cover **you** for loss of **rental income** if the **premises** covered under Section 1 – Buildings is **damaged** during the **period of insurance** and as a result **your business** is interrupted or interfered with.

We will pay **you**

1 the difference between **your rental income** and the **standard rental income** during the **indemnity period** due to the **damage**

2 additional expenditure necessarily and reasonably incurred. This will include the cost of re letting the **premises** and the associated legal fees in trying to avoid or limit the loss of **rental income** that, without the expenditure, would have taken place during the **indemnity period** because of the **damage**. The amount **we** pay will not exceed the amount of the loss of **rental income** avoided plus 5% of the sum insured for **rental income** for the **premises**

less any **business** expense saved because of the **damage** during the **indemnity period**.

Provided that

1 **we** have made a payment or accepted liability under Section 1 – Buildings of this **policy**

2 if the sum insured detailed in **your** schedule is less than **your annual rental income**, or a multiple of it where the maximum indemnity period shown in **your** schedule exceeds 12 months, then the amount **we** will pay **you** will be proportionately reduced

3 **our** liability under this section will not exceed the sum insured shown in **your** schedule adjusted for any payment made under the Rent review cover.

Extensions of cover

Advance rental income cover

Where **rental income** is covered for new property developments or properties that are being redeveloped, **you** must show that **rental income** would have been earned had the **damage** not occurred. **You** will need to support a claim for loss of **rental income** by submitting reasonable evidence of the amount of the **rental income** and the date from which it would have been earned.

We will consider

1 the actual negotiations with prospective tenants both before and after the **damage**

2 the demand for similar accommodation in the local area

3 the general level of rents applying.

If required, the advice of a professional valuer acceptable to both **you** and **us** will be sought and those fees will be included in the amount payable under this cover.

Alternative trading cover

If during the **indemnity period** accommodation is provided other than at the **premises**, for the benefit of the **business**, either by **you** or by others on **your** behalf, the money paid or payable for the accommodation will be taken into account in arriving at the **rental income** during the **indemnity period**.

Boiler explosion cover

We will cover **you** for loss of **rental income** caused by **damage** resulting from the explosion of any boiler or economiser at the **premises** belonging to **you** or under **your** control.

Bombscare or unlawful occupation cover

We will cover **you** for interruption of or interference with the **business** resulting from

1 the suspected or actual presence of an incendiary or explosive device on or exclusively within a 1 mile radius of **your premises**

2 **your premises** or other property exclusively within a 1 mile radius of **your premises** being occupied by members of a criminal organisation or other unlawful occupants.

But **we** will not cover

- a any incident involving interference or interruption with the **business** that is less than 48 consecutive hours
- b any period other than the actual period of prevention or hindrance of access to **your premises**
- c eviction costs.

This cover will apply for a period of 12 weeks in any one **period of insurance** beginning with the occurrence of the loss, during which the results of **your business** are affected as a result of the interruption or interference.

The most **we** will pay for this cover in total during any one **period of insurance** is the lower of either £50,000 or 25% of the **annual rental income** irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this cover.

Buildings awaiting sale cover

If at the time of the **damage you** have contracted to sell **your** interest in the **premises** or have accepted a written offer to purchase **your** interest in the **premises** subject to contract, and the sale is cancelled or delayed solely due to the **damage**, **we** will pay at **your** option

1 during the period before the date when the **premises** would have been sold the actual amount of the reduction in **rental income** solely as a result of the **damage**

2 during the period starting with the date when the **premises** would have been sold and ending with the actual date of sale, or when the **indemnity period** ends if earlier, the loss of interest which is

- a the 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**
- b the investment interest **you** have lost on any balance of the sale proceeds (after deduction of any capital borrowed in **2a** above)

less any amount received in **rental income** and

3 the additional expenditure being

- a the expenditure needed, and reasonably incurred as a result of the **damage**, solely to avoid or minimise the loss payable under **1** or **2** above, but not more than the amount of loss avoided by the expenditure b the additional legal fees and other expenditure required as a result of the cancellation or delay due to the **damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **damage** under **3a** above or £50,000, whichever is less.

Provided that

1 **we** have made a payment or accepted liability under Section 1 – Buildings of this **policy**

2 **you** have made all reasonable efforts to complete the sale of the **premises** as soon as possible after the **damage**.

Denial of access (damage) cover

We will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **your business** caused directly by damage by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to property exclusively within a 1 mile radius of **your premises** which prevents the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not.

Provided that

1 fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal are covered under Section 1 – Buildings in respect of **your premises**

2 the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hindrance of use and ending after 12 weeks during which time **you** suffer a loss of **rental income**

3 **our** liability for any one claim and in any one **period of insurance** is the lower of either 25% of the **annual rental income** or £1,000,000, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this cover

4 this does not include any damage to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services

5 **we** will not cover **you** for any incident involving interference or interruption with the **business** that is less than 12 consecutive hours.

Failure of public supply cover

We will cover **you** for loss of **rental income** resulting from interruption or interference with **your business** caused by the unplanned disruption(s) of

1 the public electricity supply at **your** supplier's generating station or sub station

2 the public gas supply at **your** supplier's land based premises

3 the public water supply at **your** supplier's waterworks or pumping station

4 the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such unplanned disruption is a direct result of **damage** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the lower of either 25% of the **annual rental income** or £1,000,000 in total in any one **period of insurance** irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the unplanned disruptions(s) of supply or service at **your premises** and ending after 12 weeks in total during which time **you** suffer a loss of **rental income** regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

- **a** any failure
  - **i** which does not involve cessation of supply, for at least 12 consecutive hours
  - **ii** due to an excluded cause
- **b** loss resulting from failure caused by
  - **i** the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
  - **ii** strikes or any labour or trade dispute
  - **iii** solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Loss of attraction (damage) cover

We will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **your business** caused by damage by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to property exclusively within a 1 mile radius of **your premises** which deters any potential tenants whether **your premises** or property are damaged or not.

Provided that

1. fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal are covered under Section 1 – Buildings in respect of **your premises**
2. the maximum indemnity period shall be 12 weeks in any one **period of insurance**.

The most **we** will pay for this cover in any one **period of insurance** is the lower of either 25% of the **annual rental income** or £50,000 irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this cover.

Loss of investment income cover

If as a result of **damage we** are paying loss of **rental income** and the payment is made later than the date when **you** would normally have expected to receive the rent from the lessee, **we** will pay a further amount representing the investment interest **you** would have lost during the period of the delay.

Managing agents cover

We will cover **you** for loss of **rental income** resulting from interruption of or interference with the **business** as a result of **damage** by a cause covered under Section 1 – Buildings to property at **your** managing agents' premises.

Munitions of war cover

The War risk exclusion will not apply to loss of **rental income** from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within five miles of the **premises**, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Murder, suicide or disease cover

We will cover **you** for any loss of **rental income** insured by this section resulting from interruption of or interference with the **business**

conducted by **you** at **your premises** during the **period of insurance** as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases
   - Acute Encephalitis
   - Acute Poliomyelitis
   - Anthrax
   - Chicken Pox
   - Diphtheria
   - Dysentery caused by Shigella
   - Legionellosis
   - Legionnaires' Disease
   - Malaria
   - Measles
   - Meningococcal Infection
   - Mumps
   - Opthalmia Neonatorum
   - Paratyphoid fever
   - Bubonic, Septicemic and Pneumonic Plague
   - Rabies
   - Rubella
   - Tetanus
   - Tuberculosis
   - Typhoid Fever
   - Whooping Cough
   - Yellow Fever

manifested by any person whilst at **your premises** which directly and exclusively results in restrictions having the force of law imposed by the police or other competent local (as opposed to a minister or other central governmental or public authority) which require the compulsory closing of the whole or part of **your premises** to prevent or restrict access to **your premises**

2 murder, suicide or rape at **your premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

4 the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the buildings by order of a public authority having the force of law

5 the compulsory closing of the whole or part of **your premises** by order of a public authority having the force of law as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**.

We will not cover:

a any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured

b any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises** or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**

c any incident involving interference or interruption to the **business** that is less than 12 consecutive hours.

Any Disease exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 12 weeks in any one **period of insurance** commencing from the date of

i the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)

ii the discovery of murder, suicide or rape (in relation to clause 2 of this cover)

iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series

iv the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum indemnity period of 12 weeks or £25,000 or 25% of the **annual rental income** in any one **period of insurance**, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this cover.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

Payment of rates cover

The cover for **rental income** also includes the costs of local authority rates on **empty premises** provided that those costs

1. are incurred by **you** solely as a result of the lessee being able to determine or frustrate the lease following **damage** covered by this **policy**
2. are not payable for any portion or portions of the **premises** that were untenanted at the time of the **damage**, unless a tenancy agreement had been signed within three months of the date of **damage** and subsequently cancelled solely as a result of **damage** occurring.

We will not cover more than

a. £25,000 for any one loss
b. £50,000 in total for all losses occurring during any one **period of insurance**.

We will not cover any claim if the **premises** are unfit for occupation as a result of an act or omission by **you** (or someone acting on **your** behalf) which has resulted in a valuation officer reinstating the **premises** on the rating list.

Professional accountants cover

We will cover **you** for the reasonable charges that **you** have to pay

1. to professional accountants for producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims procedures condition and reporting that these particulars or details are in accordance with **your** accounting records, other **business** books or documents
2. to **your** lawyers for determining **your** contractual rights under any rent cessor clause or insurance break clause contained in the lease.

We will not cover fees for any other purposes or for the preparation of any claim.

Reinstatement of sum insured after loss cover

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss, unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will always

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
2. complete/include any additional risk improvements which **we** may reasonably require.

Relocation of tenants to own premises cover

If following **damage your** tenant is relocated to an **empty** building of **yours**, **your** claim for any loss of **rental income** in relation to that **damaged** building will not be reduced provided that the building used to relocate the tenants to is covered by Section 1 – Buildings of this **policy**.

Rent abatement (cessor clause) cover

If following **damage we** are paying **you** for loss of **rental income** and a pre-existing cessor clause in the lease enables a lessee to cease paying rent, which but for the **damage**, that lessee would normally pay, **we** will pay that rent as part of the loss.

We will not pay **you** beyond the date when the terms of the cessor clause in the lease determine that the lessee should begin to pay such rent again.

Rent free period cover

If at the time of **damage** any **premises** are subject to a rent free period under the terms of the lease, then the **indemnity period** stated in **your** schedule will be adjusted by adding the unexpired portion of the rent free period to the number of years shown in **your** schedule.

Provided that **our** liability does not exceed the sum insured or any limit of liability stated in **your policy** whichever, is the less.

Rent review cover

Where the **rental income** is subject to a rent review during the **period of insurance** then the sum insured by this section will automatically be increased to reflect the revised amount up to a maximum increase of 200% of the **rental income** sum insured stated in **your** schedule. **We** will not charge extra premium for increases during the current **period of insurance** provided that prior to renewal **you** tell **us** of the revised **rental income** for the next **period of insurance**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**

3. any tenant provided that
   a. the **damage** did not result from a criminal, fraudulent or malicious act of the tenant and/or
   b. the tenant contributes to the cost of insuring the **premises** against the event which caused the **damage**
4. the managing agent of the **premises** insured under this **policy** provided that the **damage** did not result from a criminal, fraudulent or malicious act of the managing agent.

Transfer of interest cover

If at the time of **damage you** have entered into a contract to sell **your** interest in the **premises**, and the sale has not, but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

✘ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent loss of **rental income** which itself results from a cause covered by this section.

Brittle articles exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage to glass (other than fixed glass) china, earthenware, marble, curiosities, works of art or other fragile or brittle objects other than loss of **rental income** resulting from **damage** caused by a **defined peril** which is covered by this section.

Collapse exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage to the **building** or structure caused by its own collapse or cracking other than for a loss of **rental income** resulting from a **defined peril** which is covered by this section.

Collusion exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or **employed persons** or any member of **your** family or any other person lawfully at the **premises**.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**

This exclusion shall not apply to claims for loss of **rental income** resulting from **damage** by fire, lightning, explosion aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for loss of **rental income** resulting from **damage** by a **defined peril** covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**, **employed persons** or any other person who is responsible for the **buildings** impacting loss of **rental income**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes 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 a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, **we** will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by the section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Faulty or defective workmanship exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any **employed persons** or anyone on **your** behalf, but **we** will cover subsequent loss of **rental income** which results from a **defined peril** covered by this section.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **employed persons** or any other person who is responsible for the **buildings** or results from voluntarily parting with title or possession of any **buildings** as a result of a fraudulent scheme, trick, device or false claim but **we** will cover subsequent loss of **rental income** which results from a **defined peril** covered by this section.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Miscellaneous damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of

1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

2 change in temperature, colour, flavour, texture or finish

3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

4 mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

but **we** will cover subsequent loss of **rental income** which results from **damage** caused by a **defined peril** covered by this section.

More specific insurance exclusion

We will not cover **you** for any loss, damage, cost or expense more specifically insured by **you** or on **your** behalf.

Other property exclusion

We will not cover **you** for any loss, damage, cost or expense to

1 property or structures in course of construction or erection and materials or supplies in connection with all such property

2 land, piers, jetties, bridges, culverts and excavations

3 trees or growing crops

4 pitch fibre pipes

unless specifically covered by this section.

Pet damage exclusion

We will not cover **you** for any loss, damage, cost or expense to property insured when caused by a domestic pet.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the loss is caused by

1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section

2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Property in the open exclusion

We will not cover **you** for any loss, damage, cost or expense in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Subsidence exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or resulting from

1 subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

2 coastal or river erosion

3 normal settlement or bedding down of new structures.

Part 1 of this exclusion does not apply if Special clause 1 Subsidence cover is shown as covered in **your** schedule.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 for England, Scotland, Wales, the Channel Islands and the Isle of Man
   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
2 for Northern Ireland
   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   c riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

War risk exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover loss of **rental income** as a result of subsequent **damage** which itself results from a **defined peril** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **rental income**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this **policy** if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the amount of **rental income** for the **indemnity period** shown on **your** schedule.

Empty buildings cover condition

Where **you** are insured for **rental income** from a **premises** that is **empty**, in the event of **damage** **you** need to provide evidence of what **you** would have earned from **rental income** and the date from when **you** would have earned it.

We will take into account

1. negotiations with prospective tenants before and after the **damage**
2. demand for similar accommodation in the locality
3. the general level of rents.

If required the advice of a professional valuer acceptable to both **you** and **us** will be obtained and those fees will be included in the amount payable under this cover.

New business condition

For the purpose of any claims arising before the end of the first year of trading of the **business** at the **property**, the definitions for **annual rental income** and **standard rental income** will have the following meanings and not as previously stated.

Annual rental income

The proportional equivalent for a period of 12 months of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Standard rental income

The proportional equivalent for a period equal to the **indemnity period** of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Payments on account condition

In the event of **damage** **we** can, at **our** option, make monthly payments to **you** if required.

Value added tax (VAT) condition

Where **you** are responsible to the tax authorities for VAT all items in this section will be treated as excluding VAT.

Additional covers applicable to Section 1 - Buildings and Section 2 - Rental income

Automatic (newly acquired properties) cover

We will provide automatic cover under Section 1 – Buildings and Section 2 – Rental income for premises newly acquired by **you** in the **policy territories** to the extent that **your** interest is not protected by any other more specific insurance provided that

1 as soon as reasonably possible **you** notify **us** in writing of each premises acquired and arrange specific cover with **us**

2 this cover will operate for a maximum period of 30 days from the date that **you** acquired **your** interest in the premises

3 the most **we** will pay for any one claim for buildings and rental income is £5,000,000 for any one premises

4 for any premises purchased for renovation, refurbishment or redevelopment the Day one average cover will not apply and the basis of settlement will be the **alternative basis of settlement**

5 the insurance under this extension shall be subject to all the terms, provisions, clauses, conditions and exclusions of the **policy**

6 if cover is provided under this extension then cover is not provided under the Capital additions cover at the same time for the same premises.

Capital additions cover

We will cover **you** under Section 1 – Buildings and Section 2 – Rental income for

1 any newly acquired and/or newly erected buildings or buildings under construction (excluding any buildings which a building contractor is responsible for) which is not insured elsewhere

2 alteration, additions and improvements to **buildings**, but not for any appreciation in value

anywhere in the **policy territories**.

Provided that

a **you** give **us** details in writing of the additions as soon as possible but in any event within 30 days and **you** will ensure specific insurance is arranged with **us** from the date **you** became responsible

b the most **we** will pay for any one claim for buildings and rental income is £5,000,000 for any one premises

c the provisions of this cover will be fully maintained in addition to any specific insurance effected under **a** above

d if cover is provided under this extension then cover is not provided under the Automatic (newly acquired properties) cover at the same time for the same property.

Failure of other insurances cover

We will cover **you** under Section 1 – Buildings and Section 2 – Rental income for

1 **damage** to buildings

2 loss of rental income following **damage** to buildings

where **you** have an insurable interest, but under the terms of the lease the responsibility for arranging adequate insurance cover rests with a third party lessee or third party lessor.

Provided that

a there is a valid, enforceable lease in force

b **you** could not have prevented such failure

provided that **we** will only cover

i the excess beyond the amount payable under such insurance in the event of failure of the third party's insurance

ii claims arising directly from a contingency specified in the lease, but not for more than the cover provided by this **policy**.

Our liability for buildings cover and rental income will not exceed £5,000,000 in total at any one premises.

Special condition applicable to Failure of other insurances cover

You must have procedures in place to check that lessees or lessors have arranged adequate insurance cover.

If **you** discover a failure to insure or to insure for reinstatement value, **you** must immediately arrange insurance cover.

Inadvertent omission cover

Provided that **you** have notified **us** of **your** intention to cover any building within the **policy territories** which is owned or leased by **you** or where **you** are under a contract to purchase or lease a building, **we** will cover **you** under Section 1 – Buildings and Section 2 – Rental income for buildings and rental income that has been inadvertently omitted.

We will provide cover within the terms of this cover, subject to payment of the premium for all the premises inadvertently omitted from the start date of this **policy**.

But **we** will not cover

1. buildings which due to the terms of a lease, mortgage or other agreement should have been insured with another insurer
2. buildings for which at the time of loss there is an existing policy covering the same **damage**
3. buildings not insured due to **your** failure to renew an existing policy.

The most **we** will pay for any one claim at any single premises is £5,000,000.

Multiple insureds cover

Section 1 – Buildings, Section 2 - Rental income and Section 5 – Terrorism where operative are extended to cover the joint insured parties for **buildings** and **rental income** as detailed below for each party's respective rights and interests.

1. Where more than one insured party is shown in **your** schedule as comprising the insured and in relation to residential property also the freeholder and the long leaseholder are required by the lease agreement to be insured, then the cover provided by this section will apply to each insured party as if a separate **policy** had been issued to each.

Provided that **our** total liability to all insured parties together does not exceed the sum insured including any inner limits shown in the section (irrespective of the number of **premises** or the insured parties). For the avoidance of doubt, the total number of **premises** amongst the insured parties will not impact on **our** total liability to all insured parties.

2. Any payment or payments that **we** make to any or all insured parties will reduce **our** liability by the amount of the payment to all insured parties for any loss covered by the **policy** and (if applicable) in the **period of insurance**.
3. Each of the insured parties will comply with the contractual rights and agreements entered into by each insured party and the contractual remedies following loss or **damage**.
4. **We** will not pay any claim to an insured party if **we** find that an insured party has not complied with **our** Fair presentation of risk condition or where the insured party has not complied with a **policy** condition (such non-compliance committed by one insured party will not affect the rights of the other insured parties who have not committed such non-compliance).
5. **We** will not pay any claim to an insured party if **we** find that any insured party has committed fraud or dishonesty. In circumstances of fraud or dishonesty, the fraud or dishonesty committed by one insured party will be imputed to each insured party and **we** shall be entitled to refuse all liability to an insured, recover from an insured any sums paid by **us** in respect of the claim, and treat this **policy** as terminated with effect from the fraudulent or dishonest act and retain all premiums paid.

Reduction in freehold or leasehold value following alteration in planning consent cover

Section 1 - Buildings and Section 2 - Rental income are extended to cover **you** for the reduction in freehold or leasehold value that **you** incur following **damage** to any **building** and the existing area of the **building** or use of the **building** and land is restricted. Provided that this is as a result of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority.

For the purposes of this cover the reduction in freehold or leasehold value is the amount that would have been achieved by the sale of **your** freehold or leasehold interest immediately before the **damage** less the sum which would be achieved by the sale of **your** freehold or leasehold interest either

1 immediately following completion of rebuilding repairs or restoration

or

2 if the local authority withholds its permission for the work to be carried out at the time the local authority tells **you** their decision.

We will not provide cover if **you** have not made every effort to regain the original planning consent.

The amount payable will need to be substantiated by **you** and agreed with **us** and any amounts already recovered for the **damage** under this **policy** and from any other source will be taken into consideration.

The most **we** will pay for any one claim for **buildings** and **rental income** is £500,000 for any one **premises** in addition to the agreed sum insured for the **premises**.

Section 3 – Public liability

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

  a any coroner's inquest or fatal accident inquiry

  b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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

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

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

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**.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Financial loss

Loss not accompanied by or as a result of **bodily injury**, **personal injury** or **property damage** that **you** have caused to anyone who has a lease agreement with **you** in connection with the **business** arising out of a defect or the unsuitability of the property let or **your** failure or partial failure to let the property or provide the agreed services.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

1 **bodily injury**

2 a right arising from title to, or an interest in property.

Pollutants

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Sudden incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

1 **bodily injury**
2 **personal injury**
3 **property damage**
4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance** or **trespass** will be considered as having occurred at the time of the **sudden incident**.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

1 **bodily injury**
2 **property damage**

occurring during the **period of insurance** and arising out of

- **a** the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**
- **b** the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction at **your premises**

and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

1 for loss of or damage to any motor vehicle referred to in **a** or **b** above
2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

Data Protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

1. amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
2. if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

1. fines or penalties imposed by a court
2. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
3. the cost of replacing, reinstating, rectifying or erasing any personal data
4. refund of monies paid to **you** by any claimant
5. liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

1. loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
2. any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is £1,000,000.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

We will not cover any part of a claim for **clean up costs**

1. at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
2. to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
   a. necessary to meet the standards required by law at the start of remediation
   b. existing at the time of a **sudden incident** for which a claim is made under this section.

Financial loss liability property owner's cover

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** during the **period of insurance** for **financial loss**, so long as **we** are notified during the same **period of insurance** or within seven days of expiry.

Any circumstances notified in accordance with the **policy** conditions where a claim is made against **you** after expiry of the **period of insurance**, will be considered as a claim first made against **you** during the **period of insurance** when **you** first told **us** of the circumstances.

We will not cover claims caused by or arising from circumstances known to **you**, or of which **you** should have been aware, prior to the start of this section of the **policy**.

The Cross liabilities cover does not apply.

The exclusions under the heading - What is not covered, of this section of the **policy** apply to this cover clause in so far as they can, together with the following exclusions.

We will not cover claims caused by or arising from

1 **your** liability under a contract or agreement that is greater than the liability **you** would have had in the absence of such agreement in respect of any
   - a representation, promise, or express warranty or guarantee that property or services meet a tenant specification
   - b express contractual penalty or acceptance of liquidated damages
   - c restriction as to **your** rights of recovery from another party

2 any diminution in the value of property

3 the failure or partial failure of any managing agent to properly fulfil their obligations under any contract with **you**

4 breach of duty by **your** directors or officers or trustees

5 the holding of personal data or as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** or on **your** behalf

6 pollution or contamination of the atmosphere, land or water or any buildings or structure or any environmental damage or harm

7 fines, penalties or awards of compensation imposed by a criminal court

8 any fraudulent or dishonest act or omission, inducing breach of contract or interfering with trade or **business**

9 trading losses or trading liabilities

10 financial default or insolvency.

The maximum **we** will pay for all damages and **claims costs** for all claims made against **you** during any one **period of insurance** is £250,000.

We will not pay for the first 10% of any damages or **claims costs** arising from one **event** subject to

1 a minimum amount of £2,500

2 a maximum amount of £10,000.

Libel and slander cover

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** during the **period of insurance** for

1 libel in any written material produced

2 slanders expressed

by **you** in the course of the **business**, so long as **we** are notified during the same **period of insurance** or within seven days of expiry.

Any circumstances notified in accordance with the **policy** conditions where a claim is made against **you** after expiry of the **period of insurance**, will be considered as a claim first made against **you** during the **period of insurance** when **you** first told **us** of the circumstances.

We will not cover claims caused by or arising from circumstances known to **you**, or of which **you** should have been aware, prior to the start of this section of the **policy**.

The Defamation and discrimination exclusion in this section does not apply to claims made against **you** under the terms of this cover clause, but **we** will not cover any false statement made maliciously.

The maximum **we** will pay for all damages and claims costs as a result all occurrences during any one **period of insurance** is £250,000.

We will not pay for the first 10% of any damages or **claims costs** or £1,000 (whichever is the greater) arising from one **event**.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 costs and expenses of implementing any remedial order or publicity order
3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
5 costs and expenses covered by any Legal Expenses insurance
6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

1 any director, partner or **employed person** of **yours** whilst
   a performing their normal duties in connection with the **business**
   b work is being carried out on behalf of a director, partner or officer by an **employed person** with **your** consent
   c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
2 the spouse, civil partner, domestic partner or any children accompanying a director, partner or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Property in your care cover

The cover provided by this section will apply to the vehicles or personal effects of **employed persons** or visitors while on **your premises** whether or not they are in **your** possession or custody or under **your** control at the time of the occurrence of loss or damage.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 costs and expenses of an appeal against improvement or prohibition notices

3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred

4 costs and expenses covered by any Legal Expenses insurance

5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of indemnity

1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.

2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.

3 If **you** become legally liable for **bodily injury** or **personal injury** as a result of the growth of biological agents in water systems, water installations or cooling systems the maximum amount **we** will pay for all damages and **claims costs** as a result of all occurrences during any one **period of insurance** is £1,000,000.

4 The maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act** is £2,000,000.

5 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

6 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.

7 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.

8 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have

agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

✘ What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

1 type of aircraft or spacecraft

2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

Asbestos exclusion

We will not cover claims caused by or arising from

1 inhalation or ingestion of **asbestos**

2 exposure to or fear of the consequences of exposure to **asbestos**

3 the presence of **asbestos** in any property or on land

4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover claims

1 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim

2 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1 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**

2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

a for **bodily injury**

b for physical damage to material property

c under the Data Protection cover of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

1 libel or slander except to the extent provided under – What is covered

2 false statement

3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims

1 caused by or arising from any deliberate act, error or omission

a where the results are intended or expected, or are reasonably foreseeable by **you**

b by anyone other than **you**, so far as cover is requested for their own liability

2 for **clean up costs** in circumstances where **you** have knowingly

a deviated from any regulatory notice, order or protection ruling

b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Employment dispute exclusion

We will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

1 their existing, past or prospective contract of employment with **you**
2 a breach of employment related legislation.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Section 4 - Employers' liability

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1. of any claimant which **you** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
   a. any coroner's inquest or fatal accident inquiry
   b. summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Manslaughter costs cover

We will cover **manslaughter costs**, in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of implementing any remedial order or publicity order
3. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
4. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
5. costs and expenses covered by any Legal Expenses insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Overseas employees cover

If **bodily injury** is caused during the **period of insurance**, to any person under a contract of service or apprenticeship arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

We will not pay

1 for any action or recovery brought or commenced
   a in a court of law outside the **policy territories**
   b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

1 any director or **employed person** of **yours** whilst
   a performing their normal duties in connection with the **business**
   b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
   c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Safety legislation defence cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 costs and expenses of an appeal against improvement or prohibition notices
3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred

4 costs and expenses covered by any Legal Expenses insurance

5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will at **your** request pay an **employed person** the amount awarded to that person by a court of law for **bodily injury**, against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

1 there is no outstanding appeal

2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**

3 the judgement was obtained in a court within the **policy territories**

4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Limit of indemnity

1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.

2 The limit of indemnity in respect of a **terrorist act** is £5,000,000 and will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.

3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

✘ What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

1 **contractual liability**

2 which **your principal** has a legal liability

caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to people employed within the **policy territories**. **You** must repay **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Section 5 - Terrorism

Contents of this section

Your schedule will show if this section is covered.

Meanings of defined terms

You can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Consequential loss

Loss, resulting from interruption of or interference with the **business** as a result of **damage** to property used by **you**, at the **premises**, for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and 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 systems**.

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**; or

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

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

Denial of service attack

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

Hacking

Unauthorised access to any **computer systems** whether **your** property or not.

Phishing

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

Private Individual

Any person other than

1 a company, association or partnership

2 a trustee or body of trustees where insurance is arranged under the terms of a trust

3 a person who owns residential property for the purpose of a business as a sole trader

4 a person who owns residential property of which in excess of 20% is commercially occupied

5 an executor of a will

Where

- **a** The residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property.
- **b** More than one person is named on the **policy** but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the **policy** will be classified as being in the name of a private individual.

Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a private individual

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 His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For risks located in the Channel Islands and Isle of Man and for residential property located in England, Wales and Scotland insured in the name of a private individual.

An act of any person(s) 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 any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will extend the cover provided under the following sections, where **your** schedule shows these as covered, to include **damage** caused by **terrorism**.

1 Buildings

2 Rental income

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

Additional covers applicable to Section 1- Buildings and Section 2 - Rental income

If **your** schedule shows that the section is covered for **your** other **premises** then the section will also extend to cover the Additional covers. If cover under this section is restricted to **buildings** only for **your** other **premises** then cover under the Additional covers will also be restricted to **buildings** only.

✘ What is not covered

Applicable to all locations

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

1. any property covered by a motor policy other than a motor trade policy
2. property covered under a road risks section of a motor trade policy

Other insurances exclusion

We will not cover **you** for any property which is insured by or would but for the existence of this **policy**, be insured by any form of transit, aviation or marine policy.

Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual

Cyber exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**
2. any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

A) results directly from fire, explosion, 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 a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;

   and

B) comprises

   (a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or

   (b) **consequential loss** suffered directly by **you** as a direct result of either **damage** or destruction to property insured by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property insured by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under **A)** and **B)** above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved 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.

Subject only to the proviso set out in **C**) below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

(i) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever

and

(ii) **data**

C) However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

War risk exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Applicable to risks in the Channel Islands and Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

Pollution and contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

War risk exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limit of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

1 the total sums insured under each section
2 the sum insured for any one item
3 any specific limit of our liability shown in the **policy** sections
4 the sum insured (or limit remaining) after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is the less as shown in **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Special clauses

Applicable only if the clause number is shown on **your** schedule.

1 Subsidence, ground heave and landslip

If this cover is shown as covered on **your** schedule, Part 1 of the Subsidence exclusion under the heading 'What is not covered' does not apply and where operative Section 1 - Buildings and Section 2 - Rental income are extended to include this cover.

We will cover **you** for **damage** to the **buildings** and loss of **rental income** caused by subsidence, ground heave or landslip of any part of the site on which the **buildings** stands, but **we** will not cover

- a the first £1,500 of each and every loss in respect of Section 1 - Buildings at each separate **premises** as ascertained after the application of any condition of average
- b damage to yards, car parks, roads, pavements, walls, gates and fences unless **damage** occurs to a building covered under Section 1 – Buildings at the same time by subsidence, ground heave or landslip
- c damage to garages part of a residential development unless **damage** occurs to the main residential building at the same time by subsidence ground heave or landslip
- d damage caused by or consisting of
  - i the normal settlement or bedding down of new structures
  - ii the settlement or movement of made-up ground
  - iii coastal or river erosion
  - iv defective design or workmanship or the use of defective materials
  - v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- e damage which originated before the start of this cover
- f damage resulting from
  - i demolition, construction, structural alteration or repair of any **building**

  or

  - ii ground works or excavation

  at the **premises**.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance complaints:

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:

Tel: **01204 815359**

Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if we have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service

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

Telephone: **0800 023 4567*** or **0300 123 9123****

Fax: **020 7964 1001**

Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded and monitored.

Legal and tax advice or emergency helplines services complaints

If **you** have a complaint about the legal and tax advice or emergency helplines services **you** should contact Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd

Arc Legal Assistance Ltd
The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE

Tel: **01206 615000**

You can also refer to the Financial Ombudsman Service (FOS) as stated on page 66 if **you** cannot settle **your** complaint with Arc or before they have investigated the complaint if both parties agree. Arc are also covered by the Financial Services Compensation Scheme (FSCS).

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the **business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

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This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

Section 6 - Legal expenses

Contents of this section

Important information

Legal advice

You can obtain telephone based legal advice on UK law by calling the AXA legal advice line on 0330 024 5346 quoting AXA Commercial.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by legal advisers and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any **claim** under this **policy**. If **you** wish to make a **claim** **you** must contact the **administrator's** claims department (please refer to the Notification of claims condition in this section).

Acts of Parliament

All Acts of Parliament referred to in this section will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **policy territories**.

Meanings of defined terms

You can find the meanings for words in bold blue on page 5 of **your policy**. There are some words that may only appear in this section or are defined differently and their meanings are shown below.

Administrator

Arc Legal Assistance Ltd administers and manages the legal expenses section of this **policy** on **our** behalf. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768.

Any one claim

All **claims** as a result of the same original cause, event or circumstance.

For a **claim** under Tax and VAT investigations cover, an **HM Revenue & Customs investigation** into a later year's self-assessment return which is still subject to an open enquiry, will be deemed as any one claim.

Appointed representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for **you** in accordance with the terms of this section.

Claims

A claim under this section for **legal expenses** or **professional expenses**.

Contracting party

A person, firm or company domiciled in the **policy territories** with whom **you** have a direct contractual relationship.

Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the **claim**.

Increased excess

You will have to pay £1,000 **any one claim** in respect of **legal expenses** and/or **professional expenses** in respect of **any one claim** before **we** will make any payment if **you** instruct an alternative **appointed representative** to the one chosen by the **administrator**.

HM Revenue & Customs investigations

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all of **your** business books and records and issues a formal notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or under Paragraph 24 (1) Schedule 18 Finance Act 1988.

Legal expenses

1 Fees

   a any professional fees, expenses and other disbursements reasonably incurred by the **appointed representative** with the consent of the **administrator**

   b any costs incurred by other parties where **you** are held liable in court or tribunal proceedings to pay these costs or becomes liable to pay these costs under a settlement made with another party with the consent of the **administrator**, but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings.

2 Witness attendance allowance

   The amount of money per day **you** are liable to pay the employee where they are required by the **appointed representative** to attend as a witness at a court or tribunal hearing. Cover is limited to £100 per day and a maximum of £1,000 in **any one claim**.

Professional duty

Duty owed by **you** for which **you** have or are required to have in force professional indemnity insurance or an equivalent insurance providing cover in the event of a negligent act, error or omission.

Professional expenses

Any fees or expenses reasonably incurred by the **appointed representative** with the consent of the **administrator** but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Buildings shown in **your** schedule for which **you** are legally responsible.

Rent

The monthly amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

Tenancy agreement

An agreement between **you** and the **tenant** for the use and occupation of the **property**.

Tenant

The occupier of the **property** named in the **tenancy agreement** as the tenant.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will only pay **you** for **claims** where the dispute, legal proceedings or **HM Revenue & Customs investigation** are within the **policy territories** and it is in connection with activities within the scope of **your business**.

This is a "claims made" section of the **policy**. It only pays **claim(s)** notified to the **administrator** during the **period of insurance**.

Limit of cover

The most **we** will pay under this section are the limits shown in **your** schedule for **any one claim**, and for all **claim(s)** notified during the **period of insurance**.

Health and safety prosecutions cover

We agree to pay **you** for **legal expenses** incurred in

1. defending a prosecution against **you** brought under Health and Safety legislation in a court of criminal jurisdiction
2. an appeal by **you** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work etc. Act 1974

provided that the breach or alleged breach of the Health and Safety at Work etc. Act 1974 or the Improvement or Prohibition Notice relate to the **property**.

Property disputes cover

We agree to pay **you** for **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**

1. over the physical possession of the **property**, provided that all statutory and contractual notices have been correctly served by **you**
2. over the terms of the **tenancy agreement** relating to the use or maintenance of the **property**, excluding dilapidations
3. over the actual or alleged physical damage to the **property**, other than with a **tenant**, subject to the amount in dispute being in excess of £1,000 and any **legal expenses** being limited to 75% of the amount in dispute;
4. over the actual or alleged dilapidations to the **property** subject to the amount in dispute being in excess of £1,000 and any **legal expenses** being limited to 75% of the amount in dispute;

Provided that **you** will suffer financial loss if **you** fail to pursue or defend the dispute or legal proceedings.

Repair and renovation disputes cover

We agree to pay **you** for **legal expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting party** over the repair or renovation, to a **property** provided that:

1 the **legal expenses** incurred in the pursuit of any dispute or legal proceedings is limited to 75% of the amount in dispute
2 **we** will not be liable to provide cover unless the amount in dispute between **you** and the **contracting party**, to which cover applies exceeds £1,000 and the contract value is less than £100,000
3 the work is started after the start date of the **period of insurance**.

Tax protection cover

We agree to pay **you** for **professional expenses** incurred in representing **you** in an **HM Revenue & Customs investigation** including representation at a First-tier Tribunal, Upper Tribunal and at an appeal against a decision following such a tribunal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

✗ What is not covered

Property disputes exclusion

We will not cover **you** for any **claims** arising out of or in connection with

1 the payment or non-payment or review of any tax, **rent** or service charge
2 a dispute relating to **rent**, tax, planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any government, public or local authority
3 any dispute arising from the negotiation, review or renewal of a **tenancy agreement** or the subsequent purchase of the **property** whether or not the purchase is completed
4 any actual or alleged harassment of a **tenant** or **you**
5 a dispute over subsidence or heave however caused
6 a contract dispute, other than where the contract is a **tenancy agreement**
7 any planning application review or decision.

Repair and renovation disputes exclusion

We will not cover **you** for any **claims** arising out of or in connection with

1 contracts that provide or arrange credit, insurance, securities or guarantees
2 contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment
3 contracts governed by or alleged to be governed by the Consumer Credit Act 1974
4 contracts of employment
5 a **tenancy agreement** or a licence to use **property**.

Tax protection exclusion

We will not cover **you** for

1 technical or routine treatment of matters not connected with or under an expression of dissatisfaction with **your** affairs
2 the defence of any criminal prosecution
3 taxation proceedings which arise out of negligent misstatements or omissions made by **you** or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
4 any **HM Revenue & Customs investigation** which results solely from investigation of earlier accounts or records
5 taxes, fines, interest or any other duties or penalties imposed upon **you** by any Revenue authority or court or tribunal
6 any **claim** made where the tax return is submitted outside the statutory time limits or in a penalty position
7 the preparation or correction of Self-Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns
8 any investigation undertaken by any of the Special Civil Investigations or Criminal Investigations office of HMRC or where notice 730 or Code of Practice 8 or 9 Notice has been issued by HMRC

9 an enquiry in to the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an employer

10 any dispute in connection with the payment of the National Minimum Wage

11 a dispute or enquiry in respect of IR35 legislation

12 any **claim** made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items

13 an investigation under a voluntary disclosure made to HMRC for omitted tax liabilities which become due as a result of **your** deliberate act

14 an investigation by HMRC into a tax planning arrangement where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

General exclusions

The following exclusions apply to all or parts of the cover under this section.

We will not cover **you** for

1 defending civil legal proceedings arising from

  a injury or disease including psychiatric injury or stress

  b loss, destruction or damage of or to property (other than as specified in Property disputes cover)

  c alleged breach of any **professional duty**

2 any tortious liability (other than as specified in Property disputes cover)

3 any dispute, legal proceedings or **HM Revenue & Customs investigations** made, brought or started outside the **policy territories**

4 **legal expenses** or **professional expenses** incurred without the prior written consent of the **administrator** or in excess of the **administrator's** consent

5 any **claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at the start of this section, and which has or which **you** knew or ought reasonably to have known, may give rise to a dispute, legal proceedings or **HM Revenue & Customs investigations** by or against **you**

6 fines or other penalties imposed by a court or tribunal

7 any dispute, legal proceedings or **HM Revenue & Customs investigations** for which **you** are, or would be but for the existence of this section, entitled to cover under any insurance whether a legal expenses insurance or not, or under a legal aid certificate or representation order

8 any **claim** arising out of **your** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent **claims**, disputes, legal proceedings or **HM Revenue & Customs investigations**

9 any dispute or legal proceedings with government or local authority departments concerning the imposition of statutory charges

10 disputes between **you** or any endorsement thereto, or with any parent or subsidiary company or partner

11 any dispute between **you** and **us**, the **administrator**, the **appointed representative** or **your** mortgage lender

12 any dispute falling within the jurisdiction of the Rent Assessment Committee or the Lands Tribunal

13 any dispute of legal proceedings where **you** or **your** agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the deposit

14 any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not or the use or alleged use of any intellectual property

15 any dispute or legal proceedings arising out of or in connection with the defamation or alleged defamation of or by **you**

16 any **legal expenses** incurred or **professional expenses** incurred in respect of orin connection with a judicial review

17 appeals arising out of legal proceedings or **HM Revenue & Customs investigations** to which the **administrator's** consent has not been granted

18 any claim, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination

19 any **legal expenses** or **professional expenses** which **you** should or would have had to incur irrespective of any dispute or legal proceedings

20 any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of them

21 any claim, damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to or connected with the combustibility or fire safety defects of any composite panels, cladding or façades of buildings or structures, and/or internal or external wall and/or cladding systems and any associated core/filler/cavity insulation material and/or any fixing systems.

22 any claim, loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment of a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

Any dispute between **you** and **us** may be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of the arbitration will be determined by the arbitrator.

Data Protection condition

You agree that any information provided to **us** regarding **you** will be processed by **us** or the **administrator** in compliance with the provisions of the **Data Protection Legislation** for the purposes of providing insurance; facilitating renewal of insurance and handling claims, if any, which may necessitate providing such information to third parties including **your** insurance broker.

Claims conditions

Administrator's consent condition

You must obtain the **administrator's** consent in writing to incur **legal expenses** or **professional expenses**. This consent will be given by the **administrator** on **our** behalf, if **you** can satisfy the **administrator** that:

1 it is reasonable to incur **legal expenses** or **professional expenses** having regard to the proportionality between the remedy claimed and the **legal expenses** or **professional expenses** to be incurred

2 a where **you** are pursuing there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or

b where **you** are defending, the other party does not have reasonable prospects of proving **your** legal liability; or

c for a Health and Safety prosecution and where **you** plead guilty, there is a reasonable prospect of a significant mitigation of **your** sentence or fine.

If during the course of a **claim you** cease to satisfy the **administrator** in respect of **1** or **2** above, cover will be withdrawn in respect of **legal expenses** and **professional expenses.** The decision to grant consent or to withhold it will be taken on receipt of:

- i a fully completed claim form;
- ii the information and documentation the **administrator** reasonably requests;
- iii a legal opinion from the **appointed representative** as to **1** and **2** above;
- iv any advice the **administrator** deems necessary to take.

With **your** agreement, the **administrator** may provide assistance in settling disputes. These costs will be covered under this section subject to the payment of the **excess** or **increased excess** within the limits of **our** liability.

At its discretion, the **administrator** may require **you** to obtain an opinion from Counsel at **your** expense, as to the merits of a **claim.** This opinion will cover the same issues that the **administrator** has in assessing the merits of any legal action. If based upon such opinion the **administrator** is satisfied in respect of **1** and **2** above, the **legal expenses** and **professional expenses** incurred in obtaining that opinion will be paid by **us** within the limits of **our** liability.

If the **administrator** grants its consent, **we** agree to cover **you** subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** will be paid. In particular **legal expenses** or **professional expenses** beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the cover provided by this section.

The **administrator** reserves the right to limit its consent by time and/or financial amount of **legal expenses** or **professional expenses** and or stage of proceedings, to allow for a review of their continued consent.

If after consent has been granted it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide cover for **legal expenses** or **professional expenses** even if the **administrator** may have previously granted consent. **We** will be entitled to recover any **legal expenses** or **professional expenses** already paid.

If **you** elect to proceed with the pursuit or defence of a dispute or legal proceedings where the **administrator's** consent has been refused through lack of reasonable prospects as required in **2a** and **b** above, and **you** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Appeal procedure condition

If, following legal proceedings to which the **administrator** has consented, **you** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **administrator** through the **appointed representative** immediately or as soon as practical, so that the **administrator** may consider whether to consent to further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in **your** favour following legal proceedings where the **administrator** has consented, **you** must notify the **administrator** immediately in order that cover continues. The **administrator** will inform the **appointed representative** of its decision and **you** must co-operate in an appeal against the judgment or decision of a court or tribunal.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Disclosure condition

It is a condition of cover that

1 **you** must give to the **appointed representative** and the **administrator** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **your** possession.

   You must provide or obtain all documents as necessary and attend meetings or conferences as requested.

2 the **administrator** is entitled to receive from the **appointed representative** any information, document or advice in connection with any **claim** and the subject matter of any **claim** even if privileged. In addition, **you** must instruct the **appointed representative** to provide the **administrator** with regular updates on the progress of the subject matter of any **claim** and inform the **administrator** as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the **administrator's** consent. On request, **you** will give to the **appointed representative** any instructions necessary to secure the required access.

   Cover may be withdrawn if **you** fail to co-operate at all times or within a reasonable time, with the **appointed representative's** requests.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Instruction and choice of appointed representative and Counsel condition

Where recourse is necessary to a lawyer and there are enquiries or legal proceedings, **you** are free to choose an **appointed representative** to act in **your** name and on **your** behalf in any enquiry or legal proceedings where the **administrator** has consented.

The name and address of the **appointed representative you** propose to instruct must be notified to the **administrator** in writing. The **administrator** will accept the nomination provided they are satisfied the proposed **appointed representative** will co-operate and enable **you** to comply with the terms and conditions of this section and proposed **appointed representative's** charging rates are fair and reasonable for the particular legal proceedings.

In all other **claim(s)** the **administrator** will choose the **appointed representative** subject to the **excess**, unless there is a conflict of interest between **you** and the **administrator** or **you** elect to pay the **increased excess**, at which point **you** are free to choose an **appointed representative** to act in **your** name in any **claim** to which the **administrator** has consented.

A dispute arising from **your** choice may be referred to arbitration in accordance with the Arbitration condition.

You must not, without the written consent of the **administrator,** enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**. In selecting the **appointed representative you** have a duty to minimise the cost of any **claim** or legal proceedings.

In all cases the **appointed representative** will be appointed in **your** name and on **your** behalf. If in the course of any **claim** or legal proceedings the **appointed representative** wishes to instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **administrator** for consent to the proposed instruction, which will not be unreasonably withheld.

Notification of claims

You must notify the **administrator** in writing during the **period of insurance** as soon as **you** are aware of any cause, event or circumstance which has given or may give rise to a **claim**, dispute, legal proceedings or **HM Revenue & Customs investigation** involving **you.**

Where notification has been given, **we** agree to treat any subsequent **claim** for the cause, event or circumstance as though the **claim** had been notified during the **period of insurance.**

If **you** need to notify a possible **claim, you** should complete the online claim form at https://claims.arclegal.co.uk. Alternatively please call the claim line on 0330 024 8991 and they will e-mail or post a claim form to **you**.

All notices and communications from **us** or **our** representatives to **you**, will be sent to **your** address that was last declared to the **administrator** or, in relation to any matters arising out of any **claim**, if sent to the **appointed representative**.

All notices and communications from **you** or the **appointed representative** to **us** will be sent to the **administrator.**

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim.**

Offer of settlement condition

You must inform the **administrator** in writing as soon as an offer to settle is received or **you** propose to make an offer of settlement. In any settlement, **you** must consider the **legal expenses** or **professional expenses** incurred or likely to be incurred and their recovery.

No cover will be provided if **you** enter into any agreement to settle without the prior written consent of the **administrator** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses** or **professional expenses** previously paid.

If **you** unreasonably reject an offer of settlement which the **administrator** recommends acceptance of or make an offer which the **administrator** does not agree with, no further cover will be provided.

We may at **our** absolute discretion decide to pay **you** the amount of damages that **you** are claiming or is being claimed against **you** instead of indemnifying **you** for **legal expenses** or **professional expenses**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses** or **professional expenses.**

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Payment of legal expenses and professional expenses condition

All bills for **legal expenses** or **professional expenses** which **you** receive from the **appointed representative** should be forwarded to the **administrator** without delay. If the **administrator** requests, **you** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.

You are responsible for payment of all **legal expenses** or **professional expenses. We** may settle these direct if requested by **you** to do so.

The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** will be paid.

Recovery of costs condition

Whenever **you** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **us**.

You and **your appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, **you** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **us.**

Where such a settlement is paid in instalments all costs due to **us** will be paid first.

All other terms and conditions remain unaltered.

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