



Property Owners...created

Policy Wording

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POLICY INFORMATION

This **Policy** is underwritten by Ageas Insurance Limited and other insurance companies (the **Insurer**) and is administered by Origin UW Limited in accordance with the authority granted under their binding authority agreements

The **Insurer** in consideration of the payment of the premium shall provide insurance against accidental **Damage** or liability occurring at any time during the **Period of Insurance** (or subsequent period for which the **Insurer** accepts a renewal premium) in accordance with the Sections of the **Policy** shown as operative in the Schedule subject to the exclusion provision and conditions of the **Policy**

Each **Insurer** is only liable in respect of the cover provided under the Section(s) of this **Policy** shown against them below and not any other Section

Legal Expenses Section	AmTrust Europe Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
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All other Sections	Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Financial Services Register No 202039
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Signed for and on behalf of the Underwriters
Dawn Henderson Managing Director

Origin UW Limited is Registered in England and Wales No 08650779
Registered Office: First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED

MAKING A CLAIM

If you need to make a claim under the Legal Expenses Section and this Section is shown as being operation in the Schedule please refer to the Claims Procedure under the Legal Expenses Section of the **Policy** for details

To make a claim under the Legal Expense Section or if you are considering carrying out a redundancy you should contact ARAG Plc

Claims telephone number **0117 917 1698** or report online at www.arag.co.uk/newclaims

If you wish to make a claim under any other Section please follow the instructions provided in General Condition 4. Claims Notification

To register a claim under any other Section you should contact Ageas Insurance Limited

Claims telephone number **0345 122 3283**

Email commercialclaimsgloucesterteam@ageas.co.uk

If you need to seek additional assistance please contact your insurance agent

HOW TO COMPLAIN

Should there ever be an occasion where you need to complain we will do our best to address this as quickly and fairly as possible

We will try to resolve your complaint as quickly as we can. If we are unable to do this we will

- write to you to acknowledge your complaint
- let you know when you can expect to receive a full response
- let you know who is dealing with the matter

In most instances we will be able to address your complaint within the first few days of this being notified to us. On occasion further investigation may be necessary but we will provide you with a full written response to your complaint within eight weeks of notification.

If your complaint is about the way this policy was sold to you please contact your insurance agent to report your complaint.

If your complaint is in respect of the Legal Expenses Section of your Policy please contact ARAG Plc on **01179 171 561** or email them at customerrelations@arag.co.uk

If you have a complaint regarding your claim please contact the claims handler on the telephone number shown in your claims documentation.

For any other type of complaint you can write to us at the address shown below or email us through our website at www.originuw.com (please include your policy number and claim number if appropriate).

The Managing Director Origin UW Limited First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN11 1ED

What to do if you are not happy with our response

In the unlikely event that we have not responded to your complaint within eight weeks or you are not happy with our final response you may be eligible to refer your complaint to the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively you can write to them at

Financial Ombudsman Service Exchange Tower London E14 9SR

By phone **0800 023 4567**

By email complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months the Ombudsman won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances for example if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme (FSCS)

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event they cannot meet their 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)

IMPORTANT INFORMATION

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

Display of Certificates

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

Retention of Certificates

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

Employers' Liability Tracing Office (ELTO)

In accordance with the Employers' Liability Insurance Disclosure by Insurers Instrument 2011 made by the Prudential Regulation Authority (PRA) and Financial Conduct Authority (FCA) the **Insurer** will be required to provide some of the **Insureds** information to the Employers' Liability Tracing Office (ELTO)

The information supplied by the **Insurer** in accordance with this requirement will be added to an electronic database that will be managed by the Employers' Liability Tracing Office (ELTO) and will be subject to periodic update and certification and will be audited annually

Access to the database and the information stored on it will assist claimants their appointed representatives employers' liability insurers and other persons or entities with legal access to the information to

- identify which insurer or insurers provided employers' liability insurance during the relevant period(s) of employment and
- identify the relevant employers' liability insurance policies

The information supplied to the Employers' Liability Tracing Office (ELTO) will include

- policy number(s)
- Employers' previous and current names and addresses (including subsidiary companies)
- Coverage dates
- Companies house reference numbers where relevant
- Her Majesty's Revenue and Custom employer reference numbers

Data Protection Notice

Ageas Insurance Limited is part of the Ageas group of companies For details of how they collect use share transfer and store your information please visit their website www.ageas.co.uk/privacy-policy or contact the Data Protection Officer at Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk

For details of how ARAG Plc collect use share and store personal information please refer to Condition 7. General Data Protection Regulation (GDPR) of the Legal Expenses Section.

For details of how Origin UW Limited collect use share and store your information please view our Privacy Notice at www.originuw.com

GENERAL DEFINITIONS

Applicable to the whole **Policy** wherever these words appear starting with a capital letter and in bold except where indicated otherwise

Building(s)

Building(s) at the **Premises** shown in the Schedule including

- a) landlords' fixtures and fittings CCTV systems entry and exit systems
- b) outbuildings annexes private garages gangways foundations or footings extensions lamp posts aerials satellite dishes street furniture swimming pools tennis courts squash courts
- c) walls gates fences and hedges
- d) yards car parks roads pavements paved terraces patios paths drives
- e) underground pipes drains piping ducting wires and associated switchgear and accessories on the premises and cables
- f) tenants' improvements alterations and decorations effected by the tenant for which the **Insured** are responsible for
- g) fixed glass in windows doors fixed signs fanlights skylights partitions and fixed sanitary ware
- h) tenants' contents to a value of £10,000 in total any one **Period of Insurance** lawfully secured in lieu of rent owed belonging to the **Insured** or which the **Insured** are responsible for

Business

The **Insureds** ownership of the **Premises** including

- a) owning repairing maintaining and decorating the **Insureds** own property or **Premises** the **Insured** uses and land at the same address
- b) providing and managing amenities for the benefit and welfare of **Employees**
- c) providing and managing facilities primarily used for fire prevention safety or security
- d) maintaining and repairing vehicles and machinery owned or used by the **Insured**
- e) private work the **Insured** allows **Employees** to do for their directors partners or officers as long as this work is done with the **Insureds** prior permission
- f) the sale or disposal of the **Building(s)** or any part of these
- g) participation in exhibitions trade shows and conferences as an exhibitor or attendee only

Computer Systems

Computers other computing and electronic equipment linked to computer hardware electronic data processing equipment

Consequential Loss

Consequential or indirect loss (that is any **Damage** or additional expense which happens as a result of or is a side effect of the event for which the **Insured** is insured) This includes but is not limited to the following

- a) loss of revenue
- b) loss of earnings
- c) additional travel costs
- d) loss assessor fees
- e) the cost of preparing a claim
- f) compensation for stress or inconvenience

Contractors

Any person persons company firm or organisation which is or are on the **Premises** for the purpose of carrying out construction alteration extension or repairs to **Building(s)**

Damage

Loss destruction or damage

Data

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

Defined Perils

Fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances acts of malicious persons other than thieves storm
Flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or any article dropped from a road vehicle

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**

Employees

- Anyone under a contract of service or apprenticeship with the **Insured**
- Anyone who is
 - a) employed by the **Insured** or on the **Insureds** behalf on a labour only basis
 - b) self employed
 - c) hired to the **Insured** or borrowed by the **Insured** from another employer
 - d) a voluntary helper or taking part in a work experience or training scheme and under the control of the **Insured** in the course of the **Business**

This Definition does not apply to the Legal Expenses Section and its Extensions

Excess

The amount for which the **Insured** is responsible for each and every claim

This Definition does not apply to the Property Owners Liability Section and its Extensions

Flood

Damage caused by

- a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal drain or dam
- b) inundation from the sea
- c) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **Building(s)**

Ground Heave

Upward movement of the ground beneath the **Building(s)** as a result of the soil expanding

Hacking

Unauthorised access to any **Computer System** whether owned by the **Insured** or not

Injury

Death bodily injury illness or disease

Insured

The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

This Definition does not apply to the Legal Expenses Section and its Extensions

Insurer

Ageas Insurance Limited

This Definition does not apply to the Legal Expenses Section and its Extensions

Landlords' Contents

The contents of the **Building(s)** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including furniture carpets furnishings and all other property belonging to the **Insured** or for which the **Insured** is legally responsible whilst contained in the common parts of the **Building(s)** or parts of the **Building(s)** under the direct control of the **Insured** including

- a) landlords' contents in the open subject to a maximum of £500 for any one loss
- b) paintings prints and works of art subject to a maximum of £500 per item for any one loss
- c) money subject to a maximum of £500 for any one loss

but excluding any **Property** more specifically insured and

- i. computer equipment and computer records
- ii. stock and materials in trade
- iii. **Property** belonging to any tenant for which the **Insured** is not responsible
- iv. credit cards securities of any description jewellery curiosities or rare books
- v. mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages

Landslip

Downward movement of sloping ground

Legionellosis

Accidental **Injury** caused by the escape discharge or release of legionella bacteria from any water air-conditioning or other purpose built system or equipment that uses water including but not limited to associated tanks pipes ducting evaporative condensers spa pools saunas and Turkish baths

Offshore

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

Period of Insurance

The period from the start date to the expiry date shown in the Schedule

Phishing

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

Policy

Policy wording Schedule Notice to Policyholders and Endorsements attached or issued

Pollution or Contamination

All

- a) pollution or contamination of or other structures or of water or land or the atmosphere
- b) **Injury Damage** or liability directly or indirectly caused by pollution or contamination arising from **Seeping or Polluting or Contaminating Substances**

Premises

The address(es) shown in the Schedule

This Definition will not apply to the Employers' Liability and the Property Owners Liability Sections and their Extensions

Principal

An employer who has engaged the **Insured** to act on their behalf under a contract for the performance of work by the **Insured** in connection with the **Business**

Property

Material property which shall not include **Data**

Property Insured

Property as stated in the Schedule

This Definition does not apply to the Legal Expenses Section and its Extensions

Seeping or Polluting or Contaminating Substances

Any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Building(s)**

Subsidence

Downward movement of the ground beneath the **Building(s)** and its foundations other than by **Settlement**

Tenants' Improvements

All improvements alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**

Territorial Limits

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

This Definition does not apply to the Legal Expenses and Terrorism Sections and their Extensions

Terrorism

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

Unit

A single self-contained portion of the **Building(s)**

Unoccupied

- A. For **Building(s)** used exclusively for residential purposes
Any
a) residential flat(s) within a **Building(s)** or
b) other residential **Building(s)**
that is empty or not in use by the **Insured** or any of the **Insured's** tenants for more than 90 consecutive days

For item 1a) above this definition will only apply to such flat(s) if more than 25% of all flats within the **Building(s)** are empty or not in use by the **Insured** or any of the **Insureds** tenants or lessees for more than 90 consecutive days This shall be calculated on the number of individual flats as a percentage of the total number of flats within the **Building(s)**

- B. For all other **Building(s)**
Any
a) **Unit(s)** or residential flat(s) within a **Building(s)** or
b) **Building(s)**
that is empty or not in use by the **Insured** or any of the **Insureds** tenants for more than 30 consecutive days

Virus

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 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

Workmen

Any person persons company firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out repairs decoration general maintenance and minor alterations to **Building(s)**

FINANCIAL DEFINITIONS

Anticipated Rent

The money that would have been payable to the **Insured** in respect of accommodation and services provided in the course of the **Business** as assessed by a practising member of the Royal Institution of Chartered Surveyors whose appointment shall be agreed by the **Insured** and the **Insurer** had the **Damage** not occurred provided that the **Insured** demonstrates a reasonably probability that the **Premises** or **Unit** would have been tenanted in the absence of the **Damage**

Estimated Anticipated Rent

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

Advance Rent

The money that would have been payable to the **Insured** in respect of accommodation and services provided in the course of the **Business** under the terms of a signed lease or rental agreement or as evidenced by negotiations for a lease had the **Damage** not occurred

Estimated Advance Rent

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

Gross Rent

The money paid or payable to the **Insured** in respect of accommodation and services provided in the course of the **Business**

Estimated Gross Rent

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

Indemnity Period (Anticipated Rent)

The period beginning when the **Damage** occurs and ending when the damaged **Building(s)** or **Units** are fit for occupation but not exceeding the Maximum **Indemnity Period** as agreed by the **Insurer** and as stated in the Schedule

Indemnity Period (Advance Rent)

The period beginning with the date upon which but for the **Damage** the **Anticipated Rent** would have commenced to be received and ending when the **Gross Rent** commences to be received but not exceeding the Maximum **Indemnity Period** as agreed by the **Insurer** and as stated in the Schedule

Indemnity Period (Gross Rent)

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum **Indemnity Period** as agreed by the **Insurer** and as stated in the Schedule

Standard Gross Rent

The **Gross Rent** during the period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** after account has been taken of the trend of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred

Annual Gross Rent

The **Gross Rent** during the twelve months immediately before the date of the **Damage** after account has been taken of the trend of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred

GENERAL CONDITIONS

These apply to all Sections of the **Policy** unless stated to the contrary under the conditions contained in the Sections

1. **Several Liability**

The subscribing **Insurers** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

2. **Fair Presentation of Risk**

The **Insured** or anyone acting on their behalf has a duty to make a fair presentation of the risk which they wish to insure. This applies prior to the start of the **Policy** if any variation is required during the **Period of Insurance** and prior to each renewal. If the **Insured** does not comply with this condition then:

- a) If the failure to make a fair presentation of the risk is deliberate or reckless the **Insurer** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that the **Insurer** will return the premiums or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **Insurer** would not have provided cover had the **Insured** known the true situation then the **Insurer** can elect to make the **Policy** void and return the premium or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **Insurer** would have issued cover on different terms had the **Insured** known the true situation then the **Insurer** can
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula: The **Insurer** will divide the premium actually charged by the premium which would have been charged had the **Insured** 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 proportion of the claim to be paid or payable and/or
 - ii. treat the **Policy** as if it had included the different terms (other than payment of the premium) that the **Insurer** would have imposed had the true situation been known.
- d) Where the **Insurer** elects to apply one of the above then
 - i. if the **Insurer** elects to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal
 - ii. The **Insurer** 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
 - iii. The **Insurer** 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

3. **Reasonable Care**

The **Insured** must take reasonable steps to:

- a) prevent or protect against accidents **Injury** or **Damage**
- b) keep the **Premises** machinery plant and equipment and all other **Property Insured** in good condition and in full working order
- c) remedy any defect or any danger that becomes apparent as soon as possible

If required by the **Insurer** the **Insured** must allow access to the **Premises** and/or activities of the **Business** to carry out inspection or survey. The **Insured** must complete any risk improvements that the **Insurer** asks for within a reasonable period of time advised by the **Insurer**.

4. **Claims Notification**

The **Insured** must:

- a) as soon as practical
 - i. notify the **Insurer** of any circumstances which might lead to a claim under the **Policy**
 - ii. give the **Insurer** all the information requested
- b) immediately
 - i. on receipt send the **Insurer** every letter, court order, summons or other legal document served upon the **Insured**
 - ii. notify the **Insurer** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under the **Policy**

- iii. notify the police of any **Damage** that has been caused by acts of malicious persons or theft or attempted theft
- c) notify the **Insurer** within 7 days in respect to claims relating to **Damage** by riot civil commotion labour or political disturbances acts of malicious persons or theft or attempted theft

The **Insurer** will not pay the claim where the **Insured** has not complied with this Condition

This Condition does not apply to the Legal Expenses Section and its Extensions

5. **Claims Procedure**

- a) The **Insured** must take or allow others to take practical steps to prevent further **Injury** or **Damage** recover **Property** lost and otherwise minimise the claim
- b) At the **Insureds** expense the **Insurer** must be provided with
 - i. full details in writing of any **Injury** or **Damage** and any further information or declaration which may reasonably be required
 - ii. any assistance to enable the **Insurer** to settle or defend a claim
 - iii. details of any other relevant insurances
- c) The **Insured** may not accept negotiate pay settle admit or repudiate any claim without the **Insurers** written consent
- d) Following a claim the **Insured** must allow the **Insurer** or anyone authorised by the **Insurer**
 - i. access to the **Premises**
 - ii. to take possession of or request delivery to us of any **Property Insured**
- e) The **Insured** may not abandon any **Property** to the **Insurer**
- f) The **Insurer** will be allowed complete control of any proceedings and settlement of the claim

The **Insurer** will not pay the claim where the **Insured** has not complied with this Condition

This Condition does not apply to the Legal Expenses Section and its Extensions

6. **Cancellation**

Insureds Cancellation Rights

During the first **Period of Insurance** the **Insured** has the right to cancel the **Policy** within 14 days of

- a) receipt of the policy wording and Schedule
- b) the inception date of the **Policy**

whichever is the later by contacting the insurance agent or alternatively writing to the **Insurer** to confirm cancellation. Cancellation will take effect from the date that cancellation instructions are received. Provided no claim has been made and there has been no incident known to the **Insured** prior to cancellation which may give rise to a claim the **Insured** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided payment of the premium in full will be required before the **Insurer** can deal with the claim. The **Insurer** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the **Policy**.

The **Insured** may cancel the **Policy** at any other time by contacting the insurance agent or alternatively writing to the **Insurer** to confirm cancellation. The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made the **Insurer** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if

- i. there has been an incident known to them which may give rise to a claim or
- ii. the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid

Insurer Cancellation Rights

The cover provided by the **Policy** shall automatically cease from the date that

- a) a liquidator administrator or insolvency practitioner is appointed to administer the **Business**
- b) the **Business** is permanently discontinued
- c) the **Insureds** interest ceases other than as a result of death of the **Insured** unless the **Insurer** agrees otherwise in writing.

In addition to a) b) and c) of this condition and any right to cancel under more specific conditions the **Insurer** also have the right to cancel the **Policy** at any other time by sending 14 days notice in writing to the **Insureds** last known address Reasons for cancellation under this condition may include but are not limited to

- i. a change to the risk which makes it one the **Insurer** would not normally accept
- ii. the **Insured** failing to co-operate with or provide information to the **Insurer** which affects their ability to underwrite the risk

The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect If a claim has been made the **Insurer** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due The **Insured** will not be entitled to any refund if

- a) there has been an incident known to the **Insured** which may give rise to a claim or
- b) the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid

7. **Fraud**

The **Insured** and anyone acting for the **Insured** must not act in a fraudulent way

If the **Insured** or anyone acting for the **Insured**

- a) knowingly makes a fraudulent or exaggerated claim under the **Policy**
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine)
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)
- d) knowingly withholds information or evidence which they know or ought to know would entitle the **Insurer** to refuse to pay a claim or pay a lesser sum under the **Policy**

The **Insurer** will

- i. refuse to pay the claim
- ii. declare the **Policy** void from the date of the fraudulent act without any refund of premiums
- iii. recover all sums paid by them under the **Policy**

The **Insurer** may also inform the police and the fraud prevention agencies of the circumstances

8. **Subrogation**

Any claimant under this **Policy** shall at the request and expense of the **Insurer** take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after the **Insurer** makes any payment

The **Insurer** agrees to waive any such rights to which the **Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary or subsidiary to parent to the **Insured** or against any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of **Damage**

9. **Arbitration**

If the **Insurer** agrees to pay the claim and the **Insured** disagrees with the amount to be paid it may be referred to an arbitrator who is jointly appointed Alternatively depending on the size of the **Business** the **Insured** may be able to refer the case to the Financial Ombudsman Service (FOS) In either case this will not affect the **Insureds** right to take action against the **Insurer** over this disagreement

This Condition does not apply to the Employers' Liability Section and the Property Owners Liability Section and their Extensions

10. **Law Applicable**

This **Policy** will be governed by English Law and the **Insured** and **Insurer** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless the **Insured** (as an individual) lives in Jersey or the **Insured** (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction

11. **Third Party Rights**

Except as provided by General Condition 12 no party to the **Policy** intends that any term of the **Policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland by any person persons or corporate body who is not a party to this **Policy**

12. **Personal Representatives**

In the event of the death of any party entitled to indemnity under this **Policy** the **Insurer** will cover the deceased's personal representatives in respect of legal liability to pay the costs and expenses claimants' costs and expenses and damages previously incurred by the deceased in respect of accidental

- a) **Injury**
 - b) **Damage to Property**
- provided that

- i. the personal representatives comply with and are subject to the terms and conditions of this **Policy** to the extent that these can apply
- ii. the conduct and control of claims is vested in the **Insurer**
- iii. where more than one party is entitled to indemnity under this condition the **Insurers** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the Schedule

13. **Non Invalidation**

This **Policy** shall not be invalidated by

- a) any act or omission or by any alteration unknown to or beyond the control of the **Insured** by which the risk of **Damage** is increased provided that the **Insured** shall give notice to the **Insurer** and pay an additional premium if required immediately they become aware of such act omission or alteration
- b) workmen on the **Premises** carrying out repairs general maintenance or minor structural or other alterations

14. **Discharge of Liability**

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the Limit of Indemnity or
- b) the Sum Insured or
- c) a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any **Excess**

On payment the **Insurer** will relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for payment of costs and expenses which the **Insurer** has already agreed to bear and which were incurred prior to such payment

15. **Risk Improvement Requirements**

All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** shall be complied with within the required timescales and continue to be complied with during the whole currency of the **Policy**

16. **Payment of Premium and Relevant Taxes**

The premium under this **Policy** is deemed to be the total gross premium paid by the **Insured**

The **Insured** will pay the premium and any relevant taxes when due otherwise the **Policy** will be cancelled from the date when the premium and taxes were due

17. **Contribution**

If the **Insured** has any other insurance policies that cover the same **Damage** or liability as the **Policy** the **Insurer** will only pay their share of any claim

18. **Liability of the Insurer**

Unless stated otherwise the liability of the **Insurer** in any one **Period of Insurance** under this **Policy** shall not exceed

- a) in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability or Limit of Indemnity stated in the Schedule or the **Policy** at the time of the **Damage**

- b) the Sum Insured or Limit of Liability or Limit of Indemnity remaining after deduction for any other **Damage** or interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

All the Limits of Indemnity stated in the Schedule and all limits on the liability of the **Insurer** stated elsewhere in this **Policy** shall be the maximum amount payable by the **Insurer** in the circumstances stated in the Schedule or elsewhere in this **Policy** irrespective of the number of persons claiming indemnity under this **Policy** in respect of any insured event during any **Period of Insurance**

For the purposes of the Limits of Indemnity and all other limits on the liability of the **Insurer** all of the persons claiming indemnity under this **Policy** shall be treated as one party or legal entity so that there will be only a single contract of insurance between the **Insurer** as one party and all the persons claiming indemnity as the other party

19. **Inflation Provision**

The Sums Insured (and Declared Values where Day One cover applies) on the following items of **Property Insured** under the Property All Risks Equipment Breakdown and Specified All Risks Sections of this **Policy** (where applicable) are increased at each Renewal Date by the annual percentage movement of indices shown below (or alternative indices as specified by the **Insurer**)

Property Insured	Index
Building(s)	Royal Institute of Chartered Surveyors BCIS Building Cost Index
Landlords Contents	General Index of Retail Prices

Sums Insured and Declared Values to which Day One cover applies will be increased annually and other Sums Insured will be adjusted monthly (by adding one twelfth of the annual increase each month throughout the **Period of Insurance**)

20. **Notice of Unoccupancy or Occupancy**

It is a condition precedent of the **Insurer** to pay claims under the Property and Business Interruption Sections that the **Insured** must tell the **Insurer** as soon as they become aware that

- a) the **Premises** or **Building(s)** or **Unit(s)** (excluding a residential flat) becomes **Unoccupied**
- b) the **Premises** or **Building(s)** or **Unit(s)** (excluding a residential flat) becomes **Unoccupied** becomes occupied after a period of being **Unoccupied**
- c) more than 25% of the residential flats withing a **Building** become **Unoccupied**

Following notification of unoccupancy or occupancy the **Insurer** will have the right to amend the premium terms conditions and exclusions of the **Policy** or may exercise their right to cancel the **Policy** in accordance with General Condition 6. Insurers Cancellation Rights

21. **Unoccupied Buildings or Units**

It is a condition precedent to the liability of the **Insurer** to pay claims under the Property and Business Interruption Sections that precautions a) – e) must be complied with during any period of **Unoccupancy**

- a) An internal and external inspection must be made by a responsible adult at least every 14 days Following such inspection any defects found must be rectified remedied or repaired promptly and all combustible waste materials must be removed prior to the next inspection A record of such inspections including details of any action taken must be retained by the **Insured** and made available to the **Insurer** on request
- b) All letter boxes must be sealed shut or fitted with an internal metal cage
- c) All final exit doors must be secured by either
 - i. a mortice deadlock conforming to BS3621 or BSEN1303 with matching steel box striking plate (except in respect of individual residential flats where alternative locks conforming to BS3621 or BSEN1303 may be used) or
 - ii. locking metal bars with a close shackle padlock conforming to BSEN12320 security grade 5 or
 - iii. a multi-point locking system i.e. a minimum of three locking points that all lock simultaneously by the turn of a key or
 - iv. other security devices if agreed by the **Insurer** in writing to the **Insured**
- d) All accessible windows must be securely locked or screwed shut
- e) All other available security must be made operative.

For any **Unoccupied**

i **Unit(s)**

ii residential flat(s)

within an otherwise occupied **Building(s)** precautions a) – e) shall apply solely to such **Unit(s)** or flat(s) and not the **Building(s)** as a whole unless otherwise agreed by the **Insurer**

22. **Change in Risk**

The **Insured** must notify the **Insurer** as soon as possible during the **Period of Insurance** of any change

a) to the **Business**

b) in the person firm company or organisation shown in the Schedule as the **Insured**

c) to the information the **Insured** provided to the **Insurer** previously or any new information that increases the risk of loss as insured under any Section of the **Policy**

The **Policy** will come to an end from the date of the change unless the **Insurer** agrees in writing to accept an alteration

The **Insurer** does not have to accept any request to vary the **Policy** If the **Insured** wishes to make any alteration to the **Policy** the **Insured** must disclose any change to the information previously provided or any new information that could affect this insurance. If the **Insurer** accepts any variation to the **Policy** an increase in the premium or different terms or conditions of cover may be required

23. **Conditions Precedent**

It is a condition precedent to any liability of the **Insurer** to pay claims under the **Policy** that the terms hereof so far as they relate to anything to be done or complied with by the **Insured** are duly and faithfully observed

If on the happening of a loss the **Insured** is not complying with the requirements of any Condition and the Condition is designed to reduce a loss of a particular kind at a particular location and/or at a particular time and the **Insured** is able to prove that the non-compliance with the Condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred the **Insured** will be covered and the **Insurer** will pay the claim

GENERAL EXCLUSIONS

These apply to all Sections of the **Policy** and all Clauses Endorsements and Extensions unless stated to the contrary under the Exclusions contained in the Sections

This **Policy** does not cover

1. **War Risks**

any **Damage Injury** or liability 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

This General Exclusion does not apply to the Employers' Liability Section and its Extensions

2. **Radioactive Contamination**

any **Damage Injury** or liability directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

For the Employers' Liability Section this General Exclusion will only apply to

- i. the liability of any principal
- ii. liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement

3. **Aircraft or Aerial Devices**

any **Damage Injury** or liability caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

4. **Punitive Damages**

liquidated damage fines or penalties exemplary punitive or multiplied damages (these are damages awarded in excess of normal compensation awarded to punish the **Insured**)

5. **Pollution or Contamination**

any **Damage Injury** or liability caused by **Pollution or Contamination** except for **Damage** is caused by

- a) **Pollution or Contamination** which itself results from a **Defined Peril** provided that peril is covered by this **Policy**
- b) any **Defined Peril** provided that peril is covered by this **Policy** which itself results from **Pollution or Contamination**

This General Exclusion does not apply to the Public and Products Liability Section and its Extensions

6. **Change in Water Table Level**

Damage attributable solely to change in the water table level

7. **Consequential Loss or Damage**

direct or indirect **Consequential Loss or Damage** of any kind or description except where specifically included

8. **Electronic Risks**

any **Damage Injury** or liability directly or indirectly caused by contributed to by or arising from

- a) **Damage** to any **Computer System** whether owned by the **Insured** or not and whether tangible or intangible including any **Data** where such **Damage** is caused by programming or operating error by any person acts of malicious persons **Virus Hacking Phishing Denial of Service Attack** or failure of any external network

- b) loss alteration modification distortion erasure or corruption of or unauthorised access to **Data** whether or not caused by **Hacking**
- c) any misinterpretation use or misuse of **Data**
- d) unauthorised transmission of **data** to any third party or transmission of any **Virus Damage** to any other **Property** directly or indirectly caused by contributed to by or arising from **Damage** described in a) b) c) or d) of this exclusion

but this shall not exclude accidental **Damage to Property Insured** which results from a **Defined Peril** not otherwise excluded except for acts of malicious persons which do not involve physical force or violence

9. **Date Recognition**

any **Damage Injury** or liability directly or indirectly caused by contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date to process data or to operate properly due to failure to recognise any given date but this will not exclude subsequent **Damage** which itself results from a **Defined Peril** covered by this **Policy**

10. **Northern Ireland**

any **Damage** to any **Property** or **Data** in Northern Ireland directly or indirectly caused by contributed to by or arising from

- a) riot or civil commotion or
- b) labour disturbances or malicious persons except in respect of accidental **Damage** caused by fire or explosion

11. **Terrorism**

any **Damage Injury** or liability directly or indirectly caused by contributed to by or arising from

- a) **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 **Terrorism** except as provided by
 - i. the Employers' Liability Section
 - ii. the Property Owners Liability Section
 - iii. the Terrorism Section

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

In any action lawsuit or other proceedings or where the **Insurer** state that any **Damage Injury** or loss is not covered by this **Policy** it will be the responsibility of the **Insured** to prove that they are covered

Exclusion a) will not apply in respect of **Damage** in England Scotland Wales if the Terrorism Section is operative on the Schedule

12. **Sanctions**

any **Damage Injury** or liability or provide any indemnity or payment or other benefit under this **Policy** to the extent that providing such cover indemnity payment or benefit would expose the **Insurer** or any of the Ageas group of companies to the violation of any

- a) sanction prohibition or restriction imposed under United Nations resolutions or
- b) trade or economic sanctions of the United Kingdom European Union the United States of America or any other territory or
- c) laws or regulations of the United Kingdom European Union the United States of America or any other territory

This Exclusion does not apply to the Legal Expenses Section and its Extensions

PROPERTY SECTION

COVER

The **Insurer** will pay the **Insured** the amount of loss as stated in the Basis of Settlement if accidental **Damage** occurs during the **Period of Insurance** within the **Territorial Limits** to **Property Insured** described in the Schedule at the **Premises**

The **Insurer** will not be liable for the **Excess** specified in the Schedule

BASIS OF SETTLEMENT

1. In respect of **Building(s)** and other **Property Insured** the **Insurer** will pay
 - a) **Reinstatement**

the cost of reinstatement being

 - i. where the **Property Insured** is lost or destroyed in the case of **Building(s)** the cost of rebuilding and in the case of other **Property Insured** the cost of its replacement by similar property
 - ii. where the **Property Insured** is damaged the cost of repairing or restoring the damaged portions

in either case to a condition substantially the same as but not better or more extensive than its condition when new
 - b) **Public Authorities**

the sum insured in respect of **Building(s)** includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation statutory requirements or regulations or public authority byelaw in

 - a) reinstating the damaged parts of the **Building(s)**
 - b) upgrading any undamaged parts of the **Building(s)**

as a result of accidental **Damage** to the **Building(s)**

The **Insurer** will not pay for

 - i. any amount exceeding 15% of the amount that would have been payable if the **Building(s)** had been totally destroyed in respect of item b) above
 - ii. any such cost resulting from a notice served on the **Insured** prior to the date of the **Damage**
 - iii. the amount of any rate tax duty development or other charge arising out of capital appreciation which may be payable in respect of the **Building(s)**

The work of reinstatement or upgrading must be completed within 12 months of the date of the **Damage** unless a longer period is agreed by the **Insurer** in writing
 - c) **Sprinkler Installation**

the cost of improving the sprinkler installation at the **Premises** to the standard required by the **Insurer** provided that the improvements are required by the **Insurer** solely as a result of accidental **Damage** not otherwise excluded
 - d) **Removal of Debris**

the cost of removing debris including that belonging to tenants being the cost incurred with the consent of the **Insurer** in removing such debris dismantling demolishing shoring up and propping portions of the **Building(s)** but excluding any costs and expenses

 - i. incurred in removing debris from outside the site of the **Premises** at which the accidental **Damage** has occurred other than from the area immediately adjacent to that site
 - ii. arising from **Pollution or Contamination** of **Property** not insured by this Section
 - iii. in excess of £25,000 in respect of tenants' contents
 - e) **Professional Fees**

the cost of professional fees being those necessarily incurred in the reinstatement of the **Property Insured** but not for preparing any claim
 - f) **Shop Fronts and Signs**

in respect of glass shop fronts and signs the additional costs for

 - i. the cost of temporary boarding up following breakage
 - ii. repairing accidental **Damage** by falling glass to the framework and fittings of the window
 - iii. alarm foil for which the **Insured** is responsible

The undernoted provisions apply

a) **Partial Damage**

Where accidental **Damage** occurs to only part of the **Property Insured** the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the **Property Insured** been wholly destroyed

b) **Reinstatement of Another Site**

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the liability of the **Insurer**

c) **Day One (non adjustable)**

Applies only to items of **Property Insured** in the Schedule against which a Declared Value is shown

- i. Declared Value means the assessment by the **Insured** of the value of the **Property Insured** arrived at in accordance with Bases of Settlement 1. a) b) c) and d) at the level of costs applying at the commencement of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently)
- ii. At the commencement of each **Period of Insurance** the **Insured** will notify the **Insurer** of the Declared Value of **Property Insured** by each Item shown in the Schedule and in the absence of such declaration the last amount declared by the **Insured** will be taken as the Declared Value for the ensuing **Period of Insurance**
- iii. The Declared Value for each Item is the amount shown in the Schedule excluding the provision for inflation
- iv. In the event of loss the liability of the **Insurer** in respect of property to which this provision applies will not exceed the Sum Insured shown in the Schedule for each Item

d) **Alternative Basis of Settlement**

The liability of the **Insurer** will be limited to the Alternative Basis of Settlement (as defined below)

- i. until the cost of reinstatement has actually been incurred
- ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii. if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1. a)
- iv. if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the **Property Insured** at the time of its **Damage** including the costs of complying with any legislation statutory requirements or regulations or public authority byelaws removing debris and professional fees as defined in Bases of Settlement 1. b) d) and e) above subject to the provisions and exclusions applying to those Bases of Settlement

EXTENSIONS

Subject otherwise to the terms of this Section and the **Policy**

This Section also covers

1. **Locks and Keys**

following the loss of keys or reasonable evidence that an unauthorised person has copied such keys occurring during the **Period of Insurance** the cost incurred by the **Insured** in replacement of locks to the **Building(s)** or any **Unit** subject to a maximum of £5,000 in total for any one loss

The **Insurer** will not be liable for the replacement of locks arising from theft of keys from the **Building(s)** or any **Unit** when the **Building(s)** or **Unit** are **Unoccupied**

2. **Septic Tanks and Underground Services**

the cost for which the **Insured** is responsible for repair of insured **Damage** occurring during the **Period of Insurance** to septic tanks and underground services (including covers) extending from the **Premises** to the public mains subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable for the **Excess** specified in the Schedule

3. **Alarm Resetting and Extinguishment Expenses**

the costs incurred by the **Insured** for

- a) refilling fire extinguishment appliances

- b) replacing used sprinkler heads
 - c) resetting fire and intruder alarm and closed circuit television systems
 - d) recharging automatic CO2 or halon extinguishment systems
- subject to a maximum of £10,000 any one loss
4. **Metered Water and Gas Charges**
the cost incurred by the **Insured** as determined by the respective Supply Undertaking Company's Meter for metered water and gas charges demanded by the Supply Undertaking Company following insured **Damage** occurring during the **Period of Insurance** to apparatus after the point of the service feed to the **Premises** subject to a maximum of £25,000 any one loss
- The **Insurer** will not be liable for
- a) the **Excess** specified in the Schedule
 - b) any **Damage** not discovered within 180 days of its occurrence
 - c) any loss occurring when the **Building(s)** or **Unit** in which the loss occurs are **Unoccupied**
5. **Clearing of Drains**
the costs incurred during the **Period of Insurance** by the **Insured** for clearing cleaning or repairing drains gutters sewers and the like for which the **Insured** is responsible subject to a maximum of £10,000 any one loss
- The **Insurer** will not be liable for
- a) the **Excess** specified in the Schedule
 - b) costs other than as a direct result of **Damage** caused by a **Defined Peril**
6. **Landscaping Expenses**
the costs incurred by the **Insured** for the restoration of gardens at the **Premises** following **Damage** caused by the Emergency Services as a result of attendance following insured **Damage** occurring during the **Period of Insurance** to the **Premises** to a condition substantially the same but not better or more extensive than that immediately before the **Damage** subject to a maximum of £10,000 any one loss
- The **Insurer** will not be liable for the **Excess** specified in the Schedule
7. **Trace and Access**
the costs incurred by the **Insured** with the consent of the **Insurer** in locating the source of any escape of water from any fixed water tank apparatus or pipe at the **Premises** occurring during the **Period of Insurance** including subsequent repairs to walls floors or ceilings within the **Building(s)** subject to a maximum of £25,000 in the aggregate during any one **Period of Insurance**
- The **Insurer** will not be liable
- a) for the cost of repairs to the fixed water tank apparatus or pipe
 - b) where **Damage** results solely from a change in the water table level
8. **Contents of Common Parts**
furniture furnishings and carpets whilst situated in the common parts of the **Premises** or whilst temporarily removed from the **Premises** for cleaning alteration or repair the **Property** of the **Insured** or for which the **Insured** is responsible subject to a maximum of 5% of the **Building(s)** Sum Insured or £10,000 whichever is the lesser and a maximum of £5,000 in respect of property temporarily removed for any one loss
- The **Insurer** will not be liable for the **Excess** specified in the Schedule
9. **Unauthorised use of Water Gas and Electricity**
the cost incurred by the **Insured** as determined by the respective Supply Undertaking Company's Meter for electricity or gas or water for which the **Insured** are legally responsible arising from unauthorised use by persons taking possession or keeping possession or occupying the **Premises** without the **Insured's** authority during the **Period of Insurance** provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered subject to a maximum of £25,000 any one loss
- The **Insurer** will not be liable for the **Excess** specified in the Schedule
10. **Designation**
Where necessary the Item heading under which any **Property** is insured will be determined by the designation under which such **Property** appears in the books of the **Insured**

11. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated to the amount of any claim provided that
- the **Insured** pays the appropriate additional premium and tax
 - in respect of **Damage** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**
12. **Purchasers Interest**
If the **Insured** has contracted to sell the **Premises** and the purchaser has not insured the **Premises** before completion the purchaser will have the benefit of this Section insofar as it relates to the **Premises** up to the date of completion
- Capital Additions**
If during the **Period of Insurance** alterations are made to any **Building(s)** insured or **Building(s)** or **Landlords Contents** are constructed acquired or bequeathed at any **Premises** or elsewhere within the **Territorial Limits** and such additional **Property** is not otherwise insured it will be held covered under the relevant Items of this insurance from the time from which the **Insured** became responsible for it provided that the **Insured**
- tells the **Insurer** of the alteration addition acquisition or bequest within 30 days of it occurring
 - requests a change to the **Policy** to cover the alteration addition acquisition or bequest or arranges specific insurance
 - pays the **Insurer** an additional premium
- The **Insurer** will tell the **Insured** of any changes to the terms conditions and exclusions of the **Policy**
- The Sum Insured (and Declared Value) by each Item will be deemed to be increased for the 30 day limit only by the value of the additional **Property** under the Item but by not more than 10% and subject to the liability of the **Insurer** not exceeding £250,000 in respect of additional **Property** at any one location
- No retrospective cover is permitted in respect of cover under the Terrorism Section (if operative)
13. **Other Interests**
The interest of any freeholder mortgagee lessor or tenant is noted in the Insurance provided by this Section on **Building(s)** and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the **Insurer**
14. **Non Invalidation**
The Insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond the control of the **Insured** whereby the risk of accidental **Damage** is increased provided that immediately they become aware thereof they shall inform the **Insurer** in writing and pay an additional premium and tax if required
15. **Contractors**
Where the **Insurer** agrees in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **Contractors** on the **Premises** Section Exclusion 6 shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by the **Insurer** are complied with
16. **Emergency Access**
The **Insurer** will indemnify the **Insured** for the costs incurred following **Damage** to the **Building(s)** caused by the police or persons acting under their control in gaining access to the **Building(s)** as a result of concern for the welfare of the tenant(s) or to combat **Damage** caused to the **Premises** subject to an aggregate maximum of £5,000 in any one **Period of Insurance** This Extension shall not include any costs incurred following **Damage** caused by the police in the course of a criminal investigation or as a result of unlawful activities at the **Premises**
17. **Removal of Wasp and Bee Nests**
The **Insurer** will indemnify the **Insured** for the costs incurred in removing wasp or bee nests from the **Building(s)** at the **Premises** during the **Period of Insurance** subject to a maximum of £500 any one loss and £2,500 in the aggregate in any one **Period of Insurance** The **Insurer** will not be liable for any costs of removing wasp or bee nests already in existence in the **Building(s)** at the **Premises** prior to the inception of the **Policy**
18. **Fly Tipping**
The **Insurer** will indemnify the **Insured** for the costs incurred in clearing and removing any property illegally deposited in or around the **Premises** during the **Period of Insurance** Provided that the liability of the **Insurer** shall not exceed £2,500 any one loss or £15,000 in the aggregate in any one **Period of Insurance**

19. **Tree Felling and Lopping**
 The **Insurer** will indemnify the **Insured** for the costs incurred in removing or lopping trees by a professionally qualified tree surgeon or tree feller which are an immediate threat to the safety of life or of causing **Damage** to the **Premises** subject to a maximum of £1,000 for any one loss or £2,500 in the aggregate in any one **Period of Insurance**
 The **Insurer** will not be liable for
- legal or local authority costs involved in removing trees
 - costs incurred solely to comply with a Preservation Order
20. **Alternative Residential Accommodation Costs**
 The **Insurer** will indemnify the **Insured** for the costs incurred with the **Insurers** consent in respect of alternative residential accommodation whilst the **Building(s)** is uninhabitable following insured **Damage** occurring during the **Period of Insurance** provided that the maximum period during which payment will be made under this Extension will not exceed 24 months from the date of the **Damage** and the liability of the **Insurer** will not exceed 20% of the Sum Insured on the **Building(s)** that has been damaged
21. **Malicious Damage by Tenants**
 The **Insurer** will indemnify the **Insured** for the costs incurred following insured **Damage** during the **Period of Insurance** to the **Building(s)** caused by act of malicious tenants subject to a maximum of £10,000 in any one **Period of Insurance**

EXCLUSIONS

The **Insurer** will not be liable for

- Damage** caused by or consisting of
 - faulty or defective designs or materials
 - inherent vice latent defect gradual deterioration wear tear or frost
 - faulty or defective workmanship operational error or lack of maintenance on the part of the **Insured** or any director partner or **Employee**
 - the bursting of any boiler not used for domestic purposes only or any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- Damage** caused by or consisting of
 - corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
 - change in temperature colour flavour texture or finish
 - joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
 - mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 but this will not exclude
 - such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - subsequent **Damage** which itself results from a cause not otherwise excluded
- Damage** caused by or consisting of theft or attempted theft
 - from the open or from any outbuilding(s)
 - of **Landlords Contents** unless involving violent and forcible entry into the **Building(s)**
 - from any vehicle or trailer
 but this will not exclude
 - such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - subsequent **Damage** which itself results from a cause not otherwise excluded
- Damage** caused by or consisting of
 - Subsidence Ground Heave** or **Landslip** unless it results from a **Defined Peril** other than storm or **Flood** and which is not otherwise excluded
 - normal settlement or bedding down of new structures
- Damage** caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information

6. unless otherwise stated **Damage** caused by or consisting of **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Building(s)** (including any contract under JCT conditions)
7. **Damage** by wind rain hail sleet snow **Flood** or dust to any moveable **Property** in the open or fences and gates
8. **Damage** to any building or structure caused by its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
9. **Damage to the Property Insured**
 - a) by fire caused by its undergoing any process involving the application of heat
 - b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
10. **Damage** to glass shop fronts or signs
 - a) arising out of any reconstruction or alteration to or repair of the **Premises** glass shop fronts or signs
 - b) existing prior to the commencement of this **Policy**
 - c) consequent upon settlement expansion or contraction of frames or fittings in any new **Building(s)** completed during the twelve months prior to the breakage
 - d) which is not fixed to the **Building(s)**
 - e) breakage of bulbs or tubes unless consequent upon **Damage** to neon or illuminated signs
 - f) breakage of any glass which does not extend through its entire thickness
 - g) glass in any glasshouse conservatory or cold-frame
11. **Damage to**
 - a) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - c) land (except as otherwise provided in the definition of **Building(s)**) pavements piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees
 - e) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
12. **Damage to Unoccupied Building(s)** or any **Unit** caused by or consisting of
 - a) acts of malicious persons
 - b) escape of water or oil from any pipe tank or apparatus
 - c) theft or attempted theft
 - d) breakage of sanitary ware

BUSINESS INTERRUPTION SECTION

COVER

If the **Business** is interrupted as a result of the **Building(s)** or any **Unit** being unfit for occupation as a result of accidental **Damage** occurring during the **Period of Insurance** to the **Building(s)** used by **Insured** in connection with the **Business** at the **Premises** the **Insurer** will indemnify the **Insured** for the amount of loss stated in the Basis of Settlement but not exceeding the Sums Insured and the Limits of Liability stated in the Schedule or elsewhere in the **Policy**

BASIS OF SETTLEMENT (GROSS RENT)

Applicable only to the **Gross Rent** Item(s) in the Schedule

Subject to the Special Provisions the **Insurer** will pay as indemnity

- a) In respect of Loss of Rent of **Building(s)** or **Units** the amount by which the **Gross Rent** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Rent**
- b) In respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Rent which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in Loss of Rent thereby avoided

Special Provisions

1. **Full Value**
The Sum Insured stated in the Schedule must represent the full amount of the **Gross Rent** receivable including allowance for any increase in **Gross Rent** expected during the **Period of Insurance** as a result of imminent rent reviews and proportionately increased where the Maximum **Indemnity Period** exceeds 12 months
2. **Rent Review**
The Sum Insured is automatically increased in respect of any rent reviews which may occur within the **Indemnity Period** under the terms of a lease or rental agreement but such increase is limited to 100% of the Sum Insured on each Item at the time of **Damage**

EXTENSIONS

The **Insurer** will also indemnify the **Insured** as provided by the Cover in this Section for such interruption as a result of

1. **Defective Sanitation**
closure of the **Premises** during the **Period of Insurance** by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at the **Premises** subject to a maximum of £25,000 any one loss
2. **Prevention of Access**
accidental **Damage** occurring during the **Period of Insurance** to **Property** within a one mile radius of the **Premises** which prevents or hinders the use of or access to the **Premises** subject to a maximum of £100,000 any one loss
3. **Failure of Public Utilities**
accidental failure occurring during the **Period of Insurance** of public water gas or electricity services at the terminal point of the service feed to the **Premises** subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable
 - a) where such failure is for a period of less than 24 hours
 - b) where the service supplier exercises the right to restrict or withhold service including but not limited to withdrawal of service due to industrial action
 - c) as a result of any fault in any part of the **Insured's** installation at the **Premises**
4. **Managing Agents**
accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of the **Insured's** managing agents subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable for any loss as a result of **Damage** at any premises not within the **Territorial Limits**

5. **Loss of Attraction**
any loss occurring that would be covered by this Section if **Building(s)** were insured under the Property Section resulting from interruption of the **Business** as a result of accidental **Damage** during the **Period of Insurance** to **Property** in a five mile radius of the **Premises** which deters any potential tenants whether the **Premises** or **Property Insured** are damaged or not subject to a maximum of 5% of the Sum Insured or £100,000 whichever is the lesser

The Maximum **Indemnity Period** shall not exceed 3 months

EXCLUSIONS

Property Insurance

Unless otherwise stated the **Insurer** will not pay for any loss unless at the time of the **Damage** to **Property** resulting in interruption of or interference with the **Business** there is in force an insurance policy covering the **Insured's** interest in the **Property** for the **Damage** and

- a) payment has been made or liability admitted for the **Damage** or
- b) payment would have been made or liability would have been admitted for the **Damage** but for the exclusion of losses below a stated amount or percentage in the policy

CONDITIONS

1. **Payments on Account**
Payments on account may be made during the **Indemnity Period**
2. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **Insured** pays the appropriate additional premium and tax and in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**
3. **Alternative Trading**
If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such sales or services will be taken into account in arriving at the **Gross Rent** during the **Indemnity Period**
4. **Savings**
If any of the charges or expenses of the **Business** payable out of **Gross Rent Advance Rent** or **Anticipated Rent** cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** will be deducted from the amount payable
5. **Professional Accountants Charges**
The **Insurer** will pay the charges payable by the **Insured** to their professional accountants for producing information required by the **Insurer** in connection with any claim and for reporting that such information is in accordance with the accounts of the **Insured**
6. **New Business**
For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the amount of **Gross Rent Anticipated Rent** or **Advance Rent** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Gross Rent Anticipated Rent** or **Advance Rent** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of **Gross Rent Anticipated Rent** or **Advance Rent** realised during the period between the commencement of the **Business** and the date of such **Damage**

EQUIPMENT BREAKDOWN SECTION

This Section will apply only where the Property and Business Interruption Sections of the **Policy** are shown as operative in the Schedule for the **Period of Insurance**

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s)

- a) Electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
- b) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires
- c) **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure
- d) loss or damage to hot water boilers other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event not otherwise excluded occurring inside such equipment
- e) **Damage** caused by operator error that results in the overloading of **Covered Equipment**

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

Biomass and Biogas Installation(s)

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

Breakdown

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

Collapse

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

Computer Equipment

- a) Electronic computer or other data processing and/or storage equipment
- b) projectors printers scanners and other peripheral devices used in conjunction with a) above
- c) Software and programs licensed to the **Insured** and installed on a) above
- d) **Portable Computer Equipment**

Covered Equipment

Equipment at the **Premises** owned by the **Insured** or for which the **Insured** is responsible

- a) which is built to operate under vacuum or pressure other than the weight of its contents or
 - b) that generates transmits stores or converts energy or
 - c) comprising **Computer Equipment**
- but excluding
- i. any supporting structure foundation masonry brickwork cabinet
 - ii. any insulating or refractory material

- iii. any vehicle aircraft floating vessels or any equipment mounted thereon other than vehicle recovery crane or equipment which is included but not the actual vehicle
- iv. self-propelled plant and equipment other than fork lift trucks and pallet trucks used by the **Insured** at their **Premises** dragline excavation or construction equipment
- v. equipment manufactured by the **Insured** for sale
- vi. safety or protective devices due to their functioning
- vii. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- viii. any electronic equipment other than **Computer Equipment** used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- ix. any **Manufacturing Production or Process Equipment** including linked **Computer Equipment**
- x. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- xi. any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer Equipment** whilst in a private dwelling or private dwelling quarters unless such equipment is the property of the **Insured** or for which they are responsible
- xii. any **Biomass or Biogas Installation(s)**
- xiii. any **Hydroelectric Installation**

Electronic Derangement

Malfunction of the **Computer Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation

Electronic Derangement does not include

- a) the rebooting reloading or updating of software or firmware
- b) the incompatibility of **Covered Equipment** with any software or equipment installed introduced or networked within the previous 30 days
- c) the **Covered Equipment** being of insufficient size specification or capacity

Explosion

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

Hazardous Substance

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

Hydroelectric Installation(s)

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

Manufacturing Production or Process Equipment

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

Media

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

Portable Computer Equipment

- a) Laptops palmtops and notebooks
- b) Personal digital assistants (PDAs)
- c) Projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**

- d) Removable satellite navigation systems
- e) Digital cameras

Service Provider

A business that the **Insured** hires under a written contract to perform services on its behalf in connection with the **Business**

Transit

The loading unloading and movement of **Covered Equipment** (owned by the **Insured** or for which the **Insured** is responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry

Verified

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

COVER

Subject to all of the provisions stated herein and in the **Policy** of which this **Section** is intended to be part the **Insurer** agrees to provide insurance for direct physical loss or damage and any specified consequential loss from an **Accident** occurring during the **Period of Insurance** to **Covered Equipment**

- a) owned by the **Insured** or for which the **Insured** is responsible subject to a maximum liability of £5,000,000 for any one **Accident** Within this amount the liability of the **Insurer** shall not exceed
 - i. £500,000 for any one **Accident** to **Computer Equipment** whilst at the **Premises** specified in the Schedule
 - ii. £5,000 for any one **Accident** to **Portable Computer Equipment** anywhere in the world
- b) during **Transit** anywhere in the England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
- c) whilst temporarily removed from the **Premises** specified in the Schedule
 - i. as long as the **Covered Equipment** remains under the **Insureds** control or
 - ii. if it is removed for the purpose of repair replacement restoration service or modification

anywhere within the England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man

BASIS OF SETTLEMENT

As stated in the Property and Business Interruption Sections of this **Policy**

EXTENSIONS

1. Hazardous Substances

The **Insurer** shall be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a **Hazardous Substance** including any additional expenses incurred to clean up or dispose of such **Covered Equipment**

The liability of the **Insurer** shall not exceed £10,000 for any one **Accident** in respect of such additional costs

2. Reinstatement of Data and Computer Increased Costs of Working

A. The **Insurer** shall be liable for costs incurred in reinstating **Data** lost or damaged in consequence of an **Accident** to or **Electronic Derangement** of **Computer Equipment**

The liability of the **Insurer** shall not exceed £50,000 for any one **Accident**

Provided that

- a) liability is limited solely to the cost of reinstating **Data** onto **Media**
- b) the **Insurer** shall not be liable for **Damage** to software

B. In addition the **Insurer** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the **Insured**

The liability of the **Insurer** shall not exceed £50,000 for any one **Accident** in respect of such additional costs

3. **Business Interruption**

Provided that the Business Interruption Section of this **Policy** is operative the **Insurer** shall be liable for financial loss as a result of interruption of the **Business** caused by or resulting from an **Accident** to **Covered Equipment**

The liability of the **Insurer** in any one **Period of Insurance** shall not exceed £100,000

The **Insurer** shall not be liable under this Extension for any loss resulting from Extension 9 Damage to Own Surrounding Property

4. **Public Authorities/Law or Ordinance**

The sum insured in respect of **Building(s)** includes an amount for additional costs incurred solely by the **Insured** by reason of the necessity to comply with any legislation statutory requirements or regulations or public authority byelaw in

- a) reinstating the damaged parts of the **Building(s)**
 - b) upgrading any undamaged parts of the **Building(s)**
- as a result of an **Accident** to **Covered Equipment** that causes **Damage** to the **Building(s)**

The **Insurer** will not pay for

- i. any amount exceeding 15% of the amount that would have been payable if the **Building(s)** had been totally destroyed in respect of item b) above
- ii. any such cost resulting from a notice served on the **Insured** prior to the date of the **Damage**
- iii. the amount of any rate tax duty development or other charge arising out of capital appreciation which may be payable in respect of the **Building(s)**

The work of reinstatement or upgrading must be completed within 12 months of the date of the **Damage** unless a longer period is agreed by the **Insurer** in writing

5. **Public Relations Costs**

In the event of financial loss incurred by the **Insured** during the **Period of Insurance** and with their prior written agreement the **Insurer** will pay the cost for the services of a professional public relations firm to assist the **Insured** in creating and disseminating communications to

- the media
- the public
- the **Insured's** customers and clients

The liability of the **Insurer** shall not exceed £25,000 any one **Accident** under this Extension

6. **Expediting Expenses**

With regard to damaged **Covered Equipment** the **Insurer** shall be liable for the extra cost incurred by the **Insured** during the **Period of Insurance** to make temporary repairs and expedite permanent repairs or permanent replacement

The liability of the **Insurer** shall not exceed £20,000 for any one **Accident** under this Extension

7. **Hire of Substitute Item**

If **Covered Equipment** is damaged as a result of an **Accident** the **Insurer** shall be liable for the cost of hire charges actually incurred by the **Insured** during the **Period of Insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

The liability of the **Insurer** shall not exceed £10,000 for any one **Accident** under this Extension

8. **Storage Tanks and Loss of Contents**

The **Insurer** will pay for **Damage** caused by an **Accident** occurring during the **Period of Insurance** to oil storage tanks or water tanks including connected pipework belonging to the **Insured** or for which the **Insured** is responsible at the **Premises**

In addition this Extension covers loss of the contents of oil storage tanks caused by

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

The liability of the **Insurer** shall not exceed £10,000 any one **Accident** under this Extension

9. **Damage to Own Surrounding Property**
The **Insurer** will pay for **Damage to Property** at the **Premises** belonging to the **Insured** or in their custody and control and for which they are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure occurring during the **Period of Insurance**
- The liability of the **Insurer** shall not exceed £1,000,000 for any one **Accident** under this Extension
10. **Additional Access Costs**
Provided that the Business Interruption Section of this **Policy** is operative the **Insurer** shall be liable under this Extension for any necessary additional costs incurred in order to gain access to repair or replace the **Covered Equipment** following an **Accident** occurring during the **Period of Insurance**
- The liability of the **Insurer** shall not exceed £20,000 for any one **Accident** under this Extension
11. **Debris Removal**
The **Insurer** shall be liable under this Extension for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident** occurring during the **Period of Insurance**
- The liability of the **Insurer** shall not exceed £25,000 for any one **Accident**
12. **Repair Costs Investigation**
With their prior written agreement the **Insurer** will pay costs relating to repair investigations and tests by consulting engineers for **Damage to Covered Equipment** following an **Accident** occurring during the **Period of Insurance** for an amount not exceeding £25,000 for any one **Accident**
- The **Insurer** shall not be liable under this Extension for fees incurred in preparing a claim under this **Policy**
13. **Energy Efficiency Improvements**
With their prior written agreement the **Insurer** will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** occurring during the **Period of Insurance** with similar equipment that is better for the environment safer and more efficient than the **Covered Equipment** being replaced
- The liability of the **Insurer** shall not exceed 25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 for any one **Accident** whichever is the lesser

EXCLUSIONS

The **Insurer** will not be liable for

1. **Damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. **Damage to Data or Media** of any kind caused by
 - a) programming error or programming limitation
 - b) **Virus**
 - c) introduction of malicious code
 - d) loss of **Data** other than as specifically provided for under Extension 2A Reinstatement of Data
 - e) loss of access
 - f) loss of use
 - g) loss of functionality
3. **Damage** caused by
 - a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance
 but if **Damage** from an **Accident** results the **Insurer** will be liable for that resulting **Damage**
4. **Damage** recoverable under any maintenance agreement or any warranty or guarantee
5. any claim cost or loss caused by the deliberate act of a **Service Provider** to restrict or withhold the provisions of any services
6. the **Excess** as stated in the Schedule in respect of each and every loss

CONDITIONS

1. **Precautions**

The **Insured** shall exercise due diligence in

- a) complying with any statute or order
- b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent **Damage**

2. **Back-Up Records**

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

If a **Service Provider** processes or stores **Data** for the **Insured** the **Insured** must make sure that the terms of the contract with the **Service Provider** allows for **Data** to be backed up in line with this condition

If the **Insured** fails to keep to this condition the **Insurer** may still pay a claim if the **Insured** can show that the formal procedures are in place to keep this condition and that the failure was an accidental oversight or as a result of circumstances beyond the **Insureds** control

EMPLOYERS' LIABILITY SECTION

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Premises

The **Building(s)** and land used for the **Business**

COVER

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages and claimants' costs and expenses in respect of **Injury** sustained by a director or **Employee** occurring during the **Period of Insurance** and arising out of and in the course of employment by the **Insured** within the **Territorial Limits** and resulting directly from the **Business**

The **Insurer** will also pay for legal costs and expenses incurred with its prior written consent

- a) in defence of any claims
- b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

Limit of Liability

- a) The maximum liability of the **Insurer** inclusive of all costs and expenses payable under this Section shall be the Limit of Liability stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source
- b) For any one occurrence or series of occurrences arising out of any one event the maximum liability of the **Insurer** in respect of all legal liability costs expenses including interest thereon directly or indirectly caused by or attributed to by or arising from **Terrorism** shall not exceed £5,000,000

EXTENSIONS

Subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

1. Health and Safety at Work – Legal Defence Costs

The **Insurer** shall indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** in the terms of this Section in respect of

- a) costs and expenses incurred with the written consent of the **Insurer**
- b) costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of an offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and any subsequent amending legislation committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i) the proceedings relate to the health safety or welfare of an **Employee**
- ii) the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter corporate manslaughter corporate homicide or culpable homicide other health and safety legislation costs already incurred
- d) costs and expenses provided for under any other insurance or security

2. **Compensation for Court Attendance**

Where at the request of the **Insurer** or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurer** will provide compensation to the **Insured** at the following rates for each day or part day on which attendance is required

- | | | |
|----|---|------|
| a) | the Insured or any partner or director | £500 |
| b) | any Employee | £250 |

3. **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained by an **Employee** or the **Employees** personal representatives in respect of **Injury** caused to such **Employee** during the **Period of Insurance** and arising out of and in the course of employment with the **Insured** in the **Business** against any company or individual in any court within the **Territorial Limits** and remaining unsatisfied in whole or in part six months after the date of such judgment the **Insurer** will pay to the **Employee** or to the **Employees** personal representatives at the request of the **Insured** the amount of such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the **Employees** personal representatives shall assign judgment to the **Insurer**

4. **Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** in respect of

- a) legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b) costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this Section

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- i. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in England Scotland Wales Northern Ireland the Isle of Man and the Channel Islands
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**

The maximum liability of the **Insurer** shall not exceed £1,000,000 in any one **Period of Insurance** but this limit is included within and is not in addition to the Limit of Indemnity stated in the Schedule

5. **Temporary Work Overseas**

The **Insurer** will indemnify the **Insured** in respect of legal liability incurred by the **Insured** for accidental **Injury** to directors or **Employees** normally resident within the **Territorial Limits** arising from work or visits undertaken by them in the course of the **Business** elsewhere in the world provided that:

- a) the duration of such work or visits do not exceed six months during the **Period of Insurance**
- b) such work or visits consists solely of clerical sales promotion or administrative work or participation in exhibitions trade shows or conferences as an exhibitor or attendee only

unless otherwise agreed by the **Insurer**

EXCLUSIONS

The **Insurer** will not be liable for

1. **Road Traffic Act Exclusion**
claims for **Injury** to an **Employee** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation
2. **Offshore**
liability caused by or arising from any services **Offshore**

PROPERTY OWNERS LIABILITY SECTION

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Excess

The amount that will be deducted by the **Insurer** from the total amount of each and every claim other than claims relating to **Injury** for which there is no **Excess**

North America

- a) The United States of America and Canada
- b) Any territory
 - i. within their jurisdiction
 - ii. having a reciprocal enforcement arrangement with them

Premises

The **Building(s)** and land used for the **Business**

Products

Any goods or other property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the **Insured** in or from England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man in connection with the **Business** and not in the charge or control of the **Insured**

COVER

The **Insurer** will indemnify the **Insured** against legal liability to pay as damages and claimants' costs and expenses arising out of accidental

- a) **Injury** to any person
- b) **Damage to Property**
- c) nuisance trespass obstruction or interference with any right of way light air or water occurring within the **Territorial Limits** in connection with the **Business** during the **Period of Insurance**

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section and Extensions to this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in Schedule

The maximum liability of the **Insurer** in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

For any claim or claims arising directly or indirectly as a result of **Terrorism** the Limit of Indemnity will apply to the total of all events occurring during any one **Period of Insurance** and will not exceed £2,000,000 or the amount stated in the Schedule whichever is the lesser

EXTENSIONS

Subject otherwise to the terms of this Section and the **Policy**

1. **Contingent Motor Liability**

The **Insurer** will indemnify the **Insured** in the terms of this Section against legal liability arising out of the use by any **Employee** for the purposes of the **Business** of any motor vehicle not belonging to or provided by the **Insured**

Provided that the **Insurer** shall not be liable

- a) for **Damage** to such motor vehicle or **Property** conveyed therein or thereon

- b) for **Injury** or **Damage** arising while such vehicle is being driven by the **Insured** or any partner or director
- c) for **Injury** or **Damage** to **Property** occurring outside the territories specified in items a) and b) of the **Territorial Limits**
- d) if indemnity is provided under any other insurance or security

2. **Cross Liabilities**

If more than one person is named in the Schedule as the **Insured** the **Insurer** will indemnify each person as though a separate Policy had been issued to each person and the **Insurer** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **Insurer** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed in the Limit of Indemnity stated in the Schedule

3. **Personal Data**

The **Insurer** will indemnify the **Insured** against legal liability to pay damages for damage or distress under all law regulations and codes of practice in connection with personal data (as defined by any such law) provided that the act or omission from which liability arises is committed during the **Period of Insurance** in connection with the **Business**

The **Insurer** will not be liable for

- a) liability arising from
 - i. the processing of data for reward
 - ii. the determining of the financial status of a person
 - iii. a deliberate act or omission by the **Insured** or any director partner or **Employee** from which liability could reasonably be expected by the **Insured** or such director partner or **Employee** having regard to the nature and circumstances of such act or omission
 - iv. any agreement which would not have attached in the absence of such agreement
- b) any costs of replacing reinstating rectifying destroying or erasing any data
- c) any amount in excess of the Limit of Indemnity stated in the Schedule
- d) damages where indemnity is provided by any other insurance

4. **Compensation for Court Attendance**

Where at the request of the **Insurer** or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurer** will provide compensation to the **Insured** at the following rates for each day or part day on which attendance is required

- a) any partner or director £500
- b) any **Employee** £250

5. **Defective Premises Act 1972**

The **Insurer** will indemnify the **Insured** in the terms of this Section against legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the **Insured** for purposes pertaining to the **Business** and since disposed of by the **Insured**

The **Insurer** shall not be liable

- a) for **Injury** or **Damage** to **Property** happening prior to the disposal of the premises
- b) for the costs of remedying any defect or alleged defect in the premises disposed of
- c) for **Damage** to the **Premises** disposed of
- d) if the **Insured** is entitled to indemnity from any other source

6. **Movement of Obstructing Vehicles**

Exclusion 6 shall not apply to liability arising from the **Insured** or an authorised **Employee** acting on the **Insureds** behalf moving any obstructing motor vehicle that is not owned or hired by or lent to them to allow access to the **Premises** or the movement of another vehicle provided that

- a) vehicle movements are made only by use of the owners ignition key
- b) the person moving the vehicle is competent to do so

The **Insurer** shall not be liable for

- i. **Damage** to the moved vehicle or goods carried in or on it

- ii. the movement of a vehicle in circumstances where compulsory insurance or security is required by law

7. **Indemnity to Other Parties**

At the request of the **Insured** the **Insurer** will indemnify

- a) any officer member or **Employee** social sports or welfare organisation or first aid fire or ambulance services in their respective capacity as such but excluding any first aid provided by any qualified medical practitioner or nurse
- b) any director partner or **Employee** provided that
 - i. the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**
 - ii. the full conduct and control of all claims is vested in the **Insurer**
 - iii. such person is not entitled to indemnity under any other insurance

8. **Health and Safety at Work – Legal Defence Costs**

The **Insurer** shall indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** in the terms of this Section in respect of

- a) costs and expenses incurred with the written consent of the **Insurer**
- b) costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of an offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and any subsequent amending legislation committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that
 - i. the proceedings relate to the health safety or welfare of any person other than an **Employee**
 - ii. the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- b) costs or expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter corporate manslaughter corporate homicide or culpable homicide other Health & Safety Legislation costs already incurred
- d) costs and expenses provided for under any other insurance or security

9. **Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** in respect of

- a) legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b) costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this Section provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- i. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in England Scotland Wales Northern Ireland the Isle of Man and the Channel Islands
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**

The maximum liability of the **Insurer** shall not exceed £1,000,000 in any one **Period of Insurance** but this limit is included within and is not in addition to the Limit of Indemnity stated in the Schedule

10. **Temporary Work Overseas**

The **Insurer** will indemnify the **Insured** in respect of legal liability incurred by the **Insured** for accidental

- a) **Injury** to any persons
- b) **Damage to Property**

arising from work or visits undertaken by the **Insured** or any director partner or **Employee** in the course of the **Business** in territories other than the **Territorial Limits** (but excluding **North America**) provided that

- i. the **Insured** and any director partner or **Employee** are normally resident in the **Territorial Limits**
 - ii. the duration of such work or visits do not exceed six months during the **Period of Insurance**
 - iii. such work or visits consists solely of clerical sales promotion or administrative work or participation in exhibitions trade shows or conferences as an exhibitor or attendee only
- unless otherwise agreed by the **Insurer**

11. **Overseas Personal Liability**

The **Insurer** will indemnify the **Insured** or any director partner or **Employee** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- a) **Injury** to any persons
- b) **Damage to Property**

occurring during the **Period of Insurance** outside the territories specified in item a) of the **Territorial Limits** (but excluding **North America**) during temporary visits in connection with the **Business** provided that

- i. the conduct and control of all claims is vested in the **Insurer**
- ii. any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this **Policy** in so far as they can apply
- iii. the liability of the **Insurer** shall not exceed the Limit of Indemnity stated in the Schedule

The **Insurer** will not be liable for

- a) liability arising from
 - i. any business profession or trade
 - ii. ownership or occupation of land or **Building(s)**
 - iii. ownership possession or use of
 - firearms (other than sporting guns)
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non-mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - iv. **Property** held in trust
 - v. **Injury** to the **Insured** or such director partner or **Employee** or family member accompanying them
- b) liability more specifically insured
- c) liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

12. **Legionellosis**

General Exclusion 5. Pollution or Contamination will not apply in respect of **Legionellosis** provided that

- a) the **Insurer** will not be liable for **Legionellosis** occurring prior to the commencement of cover under this Section
- b) the **Insurer** will not be liable unless
 - i. claims are first made in writing to the **Insured** a director or partner during the **Period of Insurance** or
 - ii. the first notification of **Injury** or alleging **Injury** or of any incidents which may give rise to a claim made to the **Insured** a director or partner is notified to the **Insurer** during the **Period of Insurance** or within 30 days of expiry of the same **Period of Insurance**
- c) the **Insurer** will not be liable for any **Legionellosis** occurring in **North America**
- d) all **Legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place

- e) the maximum amount the **Insurer** will pay including damages claimants' costs and expenses and the **Insureds** costs and expenses for **Pollution or Contamination** arising from or in connection with **Legionellosis** during any one **Period of Insurance** will not exceed the Property Owners Liability Limit of Indemnity stated in the Schedule

EXCLUSIONS

These apply in addition to the General Exclusions

The **Insurer** will not be liable for

1. **Employers' Liability**
liability for **Injury** sustained by any **Employee** arising out of and in the course of their employment with the **Insured**
2. **Custody and Control**
Damage to Property
 - a) in the custody or control of or owned by the **Insured** or
 - b) being worked on by or on behalf of the **Insured** if such **Damage** is as a direct result of such work other than
 - i. personal effects of any partner director or **Employee** of or visitor to the **Insured**
 - ii. premises (and their contents) not belonging leased rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
3. **Offshore**
liability caused by or arising from any services **Offshore**
4. **Pollution or Contamination**
liability in respect of
 - a) **Pollution or Contamination** including any cost or expense arising out of any governmental demand or request that an **Insured** test for access monitor clean-up remove contain treat detoxify or neutralise any **Seeping or Polluting or Contaminating Substances** occurring in **North America** and the **Insurer** will not have the duty to defend any claim or suit seeking to impose such costs expenses or liability for damages relating to **Pollution or Contamination** or any other relief
 - b) **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Seeping or Polluting or Contaminating Substances** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**
5. **Road Traffic Act**
liability caused by or arising from the ownership possession or use by the **Insured** or on the **Insureds** 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
6. **Aircraft and Watercraft**
liability arising out of the ownership possession or use by or on behalf of the **Insured** of any
 - a) type of aircraft or spacecraft
 - b) watercraft or hovercraft exceeding 8 meters in length that is ordinarily capable of movement by mechanical power and which is under the **Insureds** control
7. **Professional Duty**
liability 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 or for which a fee would normally be charged
8. **Contractual Liability**
liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement
9. **Mould and Toxic Mould**
any liability of whatsoever nature arising out mould or toxic mould

10. **Excess**
The **Excess** specified in the Schedule
11. **Defective Workmanship**
the cost or expenses incurred in rectifying defective workmanship
12. **Site Clearance**
liability arising out of any site clearance excavation construction or structural alteration extension or demolition
13. **Products Supplied**
Liability arising out of any **Products** supplied
 - a) which are in the custody or control of the **Insured**
 - b) which to the **Insureds** knowledge are for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
14. **Jurisdiction**
any claims brought in any court outside England Scotland Wales Northern Ireland Channel Islands Isle of Man or any member country of the European Union

LEGAL EXPENSES SECTION

ARAG plc registered in England number 02585818 Registered address 9 Whiteladies Road Clifton Bristol BS8 1NN ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369 AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on **0800 111 6768** ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Appointed Advisor

The solicitor accountant mediator or other advisor appointed by **Us** to act on behalf of the **Insured**

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% “no-win no-fee”

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% “no-win no-fee”

Costs and Expenses

- a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us** The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- b) In civil claims other side’s costs fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
- c) Reasonable accountancy fees reasonably incurred under 4. Tax by the **Appointed Advisor** and agreed by **Us** in advance
- d) **Your Employee’s** basic wages or salary under 8. Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal
- e) The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under 10. Crisis Communication

Employee

A worker who has or alleges they have entered into a contract of service with **You** provided they have been declared to **Us**

Insured

- a) **You Your** directors partners managers officers and employees of **Your Business**
- b) The estate heirs legal representatives or assigns of any persons mentioned above in the event of such person dying
- c) A person declared to **Us** who is contracted to perform work for **You** who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision

Insurer

AmTrust Europe Limited

Property Insured

- a) **Your Business** premises and or
- b) property owned by **You** which is let or which **You** intend to let to tenants for business or residential purposes and or
- c) property owned by **You** which is let or which **You** intend to let to guests as holiday accommodation for leisure purposes under the terms of a written agreement and which is located in England Scotland Wales or Northern Ireland and is listed on **Your** Schedule

Reasonable Prospects of Success

- a) Other than as set out in b) and c) below a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and if the **Insured** is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained
- b) In criminal prosecution claims where the **Insured**
 - pleads guilty a greater than 50% chance of successfully reducing any sentence or fine or
 - pleads not guilty a greater than 50% chance of that plea being accepted by the court
- c) In all claims involving an appeal a greater than 50% chance of the **Insured** being successful

Where it has been determined that **Reasonable Prospects of Success** do not exist the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999 A court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014 A court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **Territorial Limits** where this Section of the Policy applies

Territorial Limits

- a) Part A – the United Kingdom
- b) Part B – insured events 5. Legal Defence and 6. Compliance and Regulation the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union
For other insured events under Part B the United Kingdom Channel Islands and the Isle of Man

We Us Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer** AmTrust Europe Limited

You Your

The **Business** or the person to manage the letting of **Property Insured** to the extent that any such agent has acted on **Your** behalf

BASIS OF SETTLEMENT

This insurance has two parts:

- Part A covers **You** for legal disputes that arise from owning or letting out **Your Property Insured**
- Part B relates to other legal matters arising from **Your Business**

If **You** are not trading as a business only Part A of this Section applies

Following an Insured event the **Insurer** will pay legal costs and expenses including the cost of appeals (and compensation awards under Part B Insured event 2. Employment Compensation Awards up to the Policy limits stated below subject to all of the following requirements being met

- a) The insured event in Part B arises in connection with the **Business** shown in the Schedule
- b) The insured event occurs within the **Territorial Limit**
- c) The claim
 - i. always has **Reasonable Prospects of Success**
 - ii. is reported to **Us**
 - during the Period of Insurance
 - within 60 days of **You** first becoming aware of the matter in dispute where **You** are in disagreement with a tenant of **Your Property Insured**
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim
- d) Unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
 - i. to be heard by the **Small Claims Court** or an Employment Tribunal and or
 - ii. before proceedings have been or need to be issued

- e) Any dispute will be dealt with through mediation or by a court tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limit**

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section in respect of all claims related by time or originating cause including the cost of appeals will not exceed the Limit of Indemnity and the aggregate Limit of Indemnity stated in the Schedule in any one Period of Insurance

COVER

PART A – YOUR PROPERTY INSURED

1. Property Damage Nuisance and Trespass

The **Insurer** will indemnify **You** for

- a) an event which causes visible damage to **Your Property Insured** and or anything owned by **You** at **Your Property Insured**
- b) a public or private nuisance or a trespass relating to **Your Property Insured**

Provided that if the **Property Insured** is used as holiday accommodation

- i. **You** can provide a detailed inventory of its condition and contents which has been signed by **Your** guest(s) and
- ii. a dilapidations deposit has been paid in cash or payment has cleared in **Your** bank account

The **Insurer** will not be liable for any claim relating to

- a) Damage or loss arising from a contract between **You** and a third party who is not a tenant ex-tenant or guest staying at **Property Insured** **You** have let out as holiday accommodation
- b) The compulsory purchase of or demolition restrictions controls or permissions placed on land or property by any government local or public authority
- c) A dispute with any party other than the party who caused the damage nuisance or trespass
- d) Any nuisance or trespass claim under 1. b) above that arises from a contract lease licence or tenancy agreement between **You** and the third party (including trespass by your ex-tenant)
- e) An **Excess** of £250 applies to 1. b) above except where **You** bring a claim against a person who is living at **Your** property without **Your** permission (squatters) **We** will ask **You** to pay the **Excess** when **We** accept **Your** claim

2. Repossession of Residential Property

The **Insurer** will indemnify **You** for

- a) Pursuit of **Your** legal rights to repossess **Your Property Insured** that has been let under
 - i. an assured shorthold tenancy or
 - ii. a shorthold tenancy or
 - iii. an assured tenancyas defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act

Provided **You**

- a) give the tenant the correct notices for the repossession and
- b) will try to get repossession under
 - i. Schedule 2 Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996 or
 - ii. Schedule 5 Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988 or
 - iii. Part 1 Section 21 of the Housing Act 1988 amended by the Housing Act 1996 or
 - iv. Part 2 Section 33 of the Housing Act (Scotland) 1988
- b) Pursuit of **Your** legal rights to repossess **Your Property Insured** that **You** have let
 - i. in accordance with the Private Tenancies (Northern Ireland) Order 2006 or
 - ii. to a limited company or business partnership for residential use by employees

- c) Pursuit of **Your** legal right to recover or repossess **Your Property Insured** that is occupied by an **employee** or **ex-employee** under a service occupancy agreement

3. **Commercial lease disputes**

The **Insurer** will indemnify **You** for the pursuit or defence of **Your** legal rights arising from a dispute with **Your** business tenant under the terms of a written lease agreement in relation to **Your Property Insured** which is

- a) granted under the Landlord and Tenant Act 1954 provided that where the dispute arises from or relates to renewal of **Your** lease agreement or the granting of a new business tenancy
 - i. **Reasonable Prospects of Success** exist to oppose **Your** tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act and
 - ii. **You** can demonstrate that **You** have served the correct legal notice to terminate on the tenant in the prescribed form before **Your** tenant has served **You** with a request for a new tenancy or
- b) contracted out of the Landlord and Tenant Act 1954

Provided that

- i. **You** have correctly served the necessary legal notice on **Your** tenant and
- ii. **Your** tenant has made the relevant declaration and
- iii. the lease is noted accordingly

The **Insurer** will not be liable for any claim relating to any dispute that arises from a disagreement with **Your** tenant over payment or non-payment of rent and or service charges

4. **Recovery of rent arrears**

The **Insurer** will indemnify **You** for the pursuit of **Your** legal right to recover rent owed to **You** by

- a) **Your** residential or business tenant or ex-tenant of **Property Insured**
- b) guest(s) staying at **Your Property Insured** which is used as holiday accommodation

5. **Holiday homes contract disputes**

The **Insurer** will indemnify **You** for a dispute that arises from

- a) a written agreement which **You** have entered into to let out **Your Property Insured** as holiday accommodation that is not otherwise covered by Part A 1. Property Damage Nuisance and Trespass or 4. Recovery of Rent Arrears
- b) a contract **You** have entered into to buy or hire goods or services for the benefit of the **Property Insured** which **You** have let or intend to let to guests as holiday accommodation.

The **Insurer** will not be liable for any claim relating to

- a) Goods or services which exceed £6,000 (including VAT) in value
- b) Loans and mortgages
- c) An employment contract
- d) A settlement due under an insurance policy

PART B – YOUR BUSINESS

1. **Employment**

The **Insurer** will indemnify **You** for a dispute between **You** and **Your Employee** **ex-Employee** or a prospective employee arising from a breach or an alleged breach of their

- a) contract of service with **You** and or
- b) related legal rights

A claim can be made under this Section of the Policy provided that all internal procedures as set out in the

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures or
- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded

The **Insurer** will not be liable for any claim relating to

- a) the pursuit of an action by **You** other than an appeal
- b) redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the Policy except where **You** have had equivalent cover in force up until the start of this Policy
- c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing grievance or appeal
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**

2. **Employment Compensation Awards**

Following a claim **We** have accepted under 1. Employment the **Insurer** will indemnify **You** for any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013 awarded against **You** by a tribunal or
- c) an amount agreed by **Us** in settlement of a dispute

Provided that compensation is

- i. agreed through mediation or conciliation or under a settlement approved by **Us** in advance or
- ii. awarded by a tribunal judgement after full argument unless given by default

The **Insurer** will not be liable for compensation awards relating to

- a) **Money** due to an **Employee** under a contract or a statutory provision relating thereto
- b) trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning a European Works Council

3. **Employment Restrictive Covenants**

The **Insurer** will indemnify **You** for

- a) a dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages
Provided that the restrictive covenant
 - i. is designed to protect **Your** legitimate **Business** interests and
 - ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee** and
 - iii. extends no further than is reasonably necessary to protect the **Business** interests and
 - iv. does not contain restrictions in excess of 12 months
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant

4. **Tax Protection**

The **Insurer** will indemnify **You** for

- a) a formally notified enquiry into **Your** tax affairs or into the personal tax affairs of **Your** directors and or partners
- b) a dispute about **Your** compliance with regulations relating to
 - i. Value Added Tax or
 - ii. Pay As You Earn or
 - iii. Social Security or
 - iv. National Insurance Contributions or
 - v. the Construction Industry Scheme or
 - vi. IR35
 following a compliance check by HM Revenue and Customs
- c) an enquiry into **Your** tax affairs or into the personal tax affairs of **Your** directors and or partners arising from an alleged discovery by HM Revenue and Customs

Provided that

- i. all returns are completed and have been submitted within the statutory timescales permitted
- ii. **You** keep proper records in accordance with statutory requirements
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available

The **Insurer** will not be liable for any claim relating to

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and or deliberate misstatements
- b) an investigation by the Fraud Investigations Branch of HM Revenue and Customs
- c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
- d) any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland
- e) **Your** failure to register for VAT

5. **Legal Defence**

The **Insurer** will indemnify the **Insured** for

- a) a criminal investigation and or enquiry by
 - i. the police
 - ii. a health and safety authority or
 - iii. other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted
- b) an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction
- c) a motor prosecution brought against **Your** directors and or partners that arises from the use of any vehicle for personal social or domestic purposes or to commute to or from their place of work

The **Insurer** will not be liable for any claim relating to a parking offence

6. **Compliance and Regulation**

The **Insurer** will indemnify **You** for

- a) receipt of a Statutory Notice that imposes terms against which **You** wish to appeal
- b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body
- c) a civil action alleging wrongful arrest arising from an allegation of theft
- d) compensation awarded against **You** provided a claim against **You** for compensation under Section 13 of the Data Protection Act 1998 including that **You** are registered with the Information Commissioner

The **Insurer** will not be liable for any claim relating to

- a) the pursuit of an action by **You** other than an appeal
- b) a routine inspection by a regulatory authority
- c) a Health and Safety Executive Fee for Intervention

7. **Statutory Licence Appeals**

The **Insurer** will indemnify **You** for an appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew **Your** statutory licence or compulsory registration

8. **Loss of Earnings**

The **Insurer** will indemnify the cost of the **Insured's** absence from work to attend court tribunal arbitration regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings

The **Insurer** will not be liable for any claim relating to any sum which can be recovered from the court or tribunal

9. **Employees' Extra Protection**

At **Your** request the **Insurer** will indemnify **You** for

- a) civil proceedings are issued against **Your Employee**
 - i. for unlawful discrimination or
 - ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your Employee**
- b) where an **Insured** or a member of their family suffers injury or death as a result of a sudden event
- c) a claim arising from personal identity theft targeted at **Your** directors and or partners

The **Insurer** will not be liable for any claim regarding 9. a) and b) relating to

- a) defending **You**
- b) a condition illness or disease which develops gradually over time

10. **Crisis Communication**

Following an event which causes **Your Business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business** the **Insurer** will indemnify will

- a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this Section of the Policy or acts on **Your** behalf under any other policy) to draft a media statement or press release and or
 - b) prepare communication for **Your** customers/staff and or telephone or website script and or social media messaging
 - c) arrange support and represent an **Insured** at an event which media will be reporting
 - d) support the **Insured** by taking phone calls/email messages and managing interaction with media outlets
 - e) support and prepare the **Insured** for media interviews
- provided that **You** have sought and followed advice from **Our** Crisis Communication helpline

The **Insurer** will not be liable for any claim relating to

- a) matters that should be dealt with through **Your** normal complaints procedures
- b) a matter that has not actually resulted in adverse publicity appearing online in print or broadcast
- c) **legal costs and expenses** in excess of £10,000

EXCLUSIONS – Applicable to Part A

The **Insurer** will not be liable for any claim relating to

1. Any disagreement with a tenant of a **Property Insured** during the first 90 days of the first **Period of Insurance** where the tenancy agreement started before the start of this Section of cover unless **You** were insured for equivalent cover immediately prior to the start of this Section of cover
2. Registering assessing or reviewing rent rent control land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal
3. Any claim arising from or relating to a **Property Insured** which has been or which should have been registered as a House of Multiple Occupation

EXCLUSIONS – Applicable to Parts A and B

The **Insurer** will not be liable for any claim relating to

1. **Costs and Expenses** or compensation awards incurred without **Our** consent
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the Policy and which the **Insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Insured** involving
 - a) assault violence indecent or obscene materials dishonesty malicious falsehood defamation the manufacture dealing in or use of alcohol illegal drugs illegal immigration except in relation to Insured event 11. Crisis Communication
 - b) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for injury (other than injury to feelings in relation to 1. Employment) or loss or damage to property owned by the **Insured**
5. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to 3. Employment Restrictive Covenants)
6. a dispute with any subsidiary parent associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **Us** the **Insurer** or the party who arranged this cover not dealt with under Arbitration
10. The payment of fines penalties or compensation awarded against the **insured** (except as covered under 2. Employment Compensation Awards or 6. d) or costs awarded against the **Insured** by a court of criminal jurisdiction

CONDITIONS

Where the **Insurers** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of **Your** Policy refuse a claim or withdraw from an ongoing claim The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens

1. The Insured's Responsibilities

An **Insured** must

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favour
- b) cooperate fully with **Us** give the **Appointed Advisor** any instructions **We** require and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Costs and Expenses** and where recovered pay them to the **Insurer**
- d) keep **Costs and Expenses** as low as possible

2. Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in 2. b) below the **Insured** may choose an **Appointed Advisor** In all other cases no such right exists and **We** shall choose the **Appointed Advisor**
- b) If
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured** or
 - ii. there is a conflict of interestthe **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**
- c) Where the **Insured** wishes to exercise the right to choose the **Insured** must write to **Us** with their preferred representative's contact details Where the **Insured** chooses to use their preferred representative the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel
- d) If the **Insured** dismisses the **Appointed Advisor** without good reason or withdraws from the claim without **Our** written agreement or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured** cover will end immediately
- e) In respect of a claim under Part A – 5. Holiday Homes Contract Disputes **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted

3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim The **Insured** is considered to have provided consent to **Us** or our appointed agent to have sight of their file for auditing and quality and cost control purposes
- b) An **Insured** must have **Your** agreement to claim under this Policy

4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim
- b) The **Insured** must not negotiate settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**

5. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim If the opinion supports the **Insured** then the **Insurer** will reimburse the reasonable costs of that opinion If that opinion conflicts with advice obtained by **Us** then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us** This does not affect the **Insured's** right under the Cancellation Section

6. Acts of Parliament Statutory Instruments Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation

ADDITIONAL SERVICES (Only applicable if the Legal Expenses Section is operative)

All helplines are available 24/7 365 days a year unless where otherwise stated and they are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive, they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

1. **Online Legal Services**
Register today at: www.araglegal.co.uk and enter the voucher codes shown below to download landlords' and business legal documents forms and letters and access our digital law guide
 - Register for Landlords' documents using voucher code **EC426C378CB8**
 - Register for Business Legal Services using voucher code **X1232KC79BB5**Many documents are free to download while others attract a modest charge.

2. **Legal and Tax Advice** **0344 571 7978**
If **You** have a legal or tax problem relating to **Your Business** **We** recommend **You** call **Our** confidential legal and tax advice helpline. Tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business-related legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

3. **Redundancy Approval** **0117 917 1698**
We can arrange specialist advice if **You** are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This unfunded service is available 9am and 5pm on weekdays (except bank holidays).

4. **Crisis Communication** **0344 571 7964**
If **You** are concerned about an event that may result in negative publicity which could affect **Your Business**, **You** can access professional public relations support from **Our** Crisis Communications experts.

Where possible, initial advice for **You** to act upon will be provided over the phone, but if **Our** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast that could damage **Your** business, **You** are insured against the costs of crisis communication services under Insured event 11, when **You** use this helpline.

5. **Counselling Assistance** **0333 000 2082**
For an **Employee** (including family members permanently living with them) needing confidential help and advice, **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your Employee** upset or anxiety from personal problems to bereavement.

CLAIMS PROCEDURE

If you need to make a claim, you must notify **Us** as soon as possible. Where you are claiming under Part A, you must have issued the necessary notices informing your tenant of your intention to repossess the **Property Insured**. (Please note Sections 8 and 21 notices required to repossess residential property together with covering letters can be downloaded for free from the landlords' legal services website.)

- a) Under no circumstances should you instruct your own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.
- b) You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at www.arag.co.uk/newclaims.
- c) **We** will issue you with a written acknowledgement within one working day of receiving your claim form.
- d) Within five working days of receiving all the information needed to assess the availability of cover under this Section of the Policy, **We** will write to you either
 - i. confirming the appointment of a qualified representative who will promptly progress the claim for you, or
 - ii. if the claim is not covered, explaining in full why and whether **We** can assist in another way.
- e) When a lawyer is appointed, they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

TERRORISM SECTION

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Territorial Limits

England Scotland and Wales

COVER

The **Insurer** will pay for **Damage** or loss resulting from **Damage to Property Insured** within the **Territorial Limits** caused by **Terrorism** occurring during the **Period of Insurance** provided that

- a) in any action suit or other proceedings where the **Insurer** allege that any **Damage** or loss resulting from **Damage** is not covered the burden of proving that such **Damage** is covered will be upon the **Insured**
- b) this Section is not subject to any of the exclusions specified in this **Policy** other than as specified in exclusions i. to vii. of this Section
- c) this Section is subject to all the terms and conditions of this **Policy** unless otherwise specified in this Section
- d) the **Insurers** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **Period of Insurance** will not exceed the Sums Insured or Limits stated in the Schedule in respect of **Property Insured** or as otherwise specified in the **Policy**

The **Insurer** will not pay for

- I. **Damage** to any **Building(s)** or **Property** therein insured under the **Policy** in the name of an individual or individuals which is occupied as a private residence or any part thereof which is so occupied except as expressly varied in exclusions ii. and iv. of this Section
- II. **Damage** to blocks of flats and/or private dwelling houses or **Property** therein insured under the **Policy** in the name of an individual or individuals (other than where such individuals are sole traders partners in an unincorporated business partnership trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)
- III. **Damage** to any **Building(s)** or **Property** therein insured under the **Policy** in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will) which is occupied as a private residence where any part of the **Building** is occupied by such individuals except as expressly varied in exclusion iv. of this Section
- IV. **Damage** to any **Building(s)** or **Property** therein comprising mixed commercial and residential usage which is insured under the **Policy** in the name of an individual or individuals and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the **Building(s)** is more than 20%
- V. chemical biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from
 - a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - c) chemical biological or radiological irritants contaminants or pollutantsin respect of properties occupied as a private residence or any part thereof which is so occupied and/or **Property** therein insured under the **Policy** in the name of an individual or individuals except where such properties are insured for **Terrorism** under this Section by virtue of the variations to exclusions ii. or iv. of this Section
- VI. riot civil commotion war and allied risks defined as any loss whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- VII. remote digital interference defined as any losses whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a) **Damage** to any **Computer System** or
 - b) any alteration modification distortion erasure or corruption of **Data**whether owned by the **Insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus** or **Hacking** or **Phishing** or **Denial of Service Attack**

Proviso to exclusion vii.

- 1 The **Insurer** will pay for the cost of reinstatement replacement or repair in respect of **Damage to Property Insured**
- 2 The **Insurer** will pay for loss of **Gross Rent** as a result of interruption of or interference with the **Business** as a direct result of either
 - i. **Damage to Property Insured** or
 - ii. **Damage** to other **Property** within one mile of the **Property Insured by Terrorism** which prevents or physically hinders the use of or access to the **Property Insured**
- 3 The **Insurers** liability for any loss under items 1 and 2 of this proviso (which would otherwise fall within exclusion vii of this extension) is on the condition that such loss
 - i. results directly from fire explosion **Flood** escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle **Damage** to or movement of **Building(s)** or structures plant or machinery other than any **Computer System** and
 - ii. is not proximately caused by **Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state
- 4 If the **Damage to Property Insured** indirectly results from any alteration modification distortion erasure or corruption of **Data** because the occurrence of one or more of the causes listed in item 3 i. of this proviso results directly or indirectly from any alteration modification distortion erasure or corruption of **Data** the **Insurer** will pay the **Insured** in accordance with items 1. or 2. of this proviso
- 5 The **Insurer** will not pay for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **Data** other than under item 4. of this proviso

For the purposes of this proviso only the definition of **Property** excludes **Data Money** electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatsoever

Condition Precedent to Liability

It is a condition precedent to the **Insurers** liability to pay claims that

- a) the **Insured** have purchased cover in respect of **Terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises they own or for which they are responsible and that are eligible for such cover A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- b) the Treasury has issued a certificate certifying that **Terrorism** is the cause of the loss or **Damage** or if the Treasury has refused to issue a certificate a tribunal Formed by agreement between the **Insurer** and Pool Reinsurance Company Limited concludes that **Terrorism** was the cause of the loss or **Damage**

For the purposes of this condition property and premises owned by the **Insured** or for which they are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements

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