

Your Business Insurance

Real Estate Product



Thank you for choosing Covéa Insurance.

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

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

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

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

Important

Please read this policy and it's **Schedule** to ensure that they are in accordance with **Your** requirements.

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Helplines

Covéa Insurance Commercial Care Line (Other than Section 6 Legal Expenses)

Commercial Care Line
0330 024 2607

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

- Dedicated telephone number – **0330 024 2607**
- Dedicated fax number – **0330 024 2623**
- By E-Mail – newcommercialclaims@coveainsurance.co.uk
- In writing – **Covéa Insurance Commercial Care Line, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

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

- Emergency glazing
- Locks
- Plumbing

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

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

You should refer to Claims Conditions on pages 11-12 for full details of the claims procedure and conditions.

Section 6 Legal Expenses

Claims should immediately be reported to MSL Legal Expenses Limited:

Tel: **0161 495 4490**

Email: nonmotorclaims@financialandlegal.co.uk

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

Legal Expenses Helpline

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

This service is provided for **Your** benefit by MSL Legal Expenses Limited.

To take advantage of this service telephone **0161 603 2203** and quote **Your** policy number shown on **Your** policy **Schedule**.

Customer Information

Registration and Regulatory information

Insurance cover under sections 1-5 is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: A&B Mills, Dean Clough, Halifax, HX3 5AX.

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

The legal expenses cover under Section 6 is underwritten by Financial & Legal Insurance Company Limited Registered in England No. 03034220. Registered office: No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW.

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

The legal expenses cover under Section 6 is administered by MSL Legal Expenses Limited. Registered in England No. 2210857. Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

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

You can check the regulatory status of each firm on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

How to make a Complaint – Sections 1-5

It is always **Our** intention to provide a first class standard of service. However **We** appreciate that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and **You** should contact them directly.

Alternatively if **You** need to complain please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations
Covéa Insurance
A&B Mills
Dean Clough
Halifax HX3 5AX

Telephone: 0330 221 0444

Email: customer.relations-rdg@coveainsurance.co.uk

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

For complaints relating to Section 6 – Legal Expenses

MSL Legal Expenses Limited aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the Legal Expenses Insurance Section, please contact **Your** broker.

If **You** feel that MSL Legal Expenses Limited have let **You** down and **You** wish to raise a complaint, please contact them on 0161 492 5834 or in writing to:

MSL Legal Expenses Limited
No.1 Lakeside,
Cheadle Royal Business Park
Cheadle, Cheshire
SK8 3GW.

Their staff will attempt to resolve **Your** complaint immediately. Where this is not possible, they will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, they will write to **You** and let **You** know what further action they will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service.

Financial Ombudsman Service – all sections

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

Financial Ombudsman Service
Exchange Tower,
London E14 9SR

www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

How to Cancel Your policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** must return the policy documentation to **Your** broker when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting **Your** broker.

Customer Information

continued

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with Covéa Insurance, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**.

For **Our** rights to cancel **Your** policy please see the Cancellation Condition on page 8 of this policy document.

Cancellation – Section 6 Legal Expenses

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

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

Where MSL Legal Expenses Limited cancel this Legal Expenses Insurance Section they will provide a pro-rata refund of the premium provided that there have been no claims. If MSL Legal Expenses Limited cancel the Legal Expenses Insurance Section they will write to **You** at **Your** address shown in their records.

Financial Services Compensation Scheme

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

Further information about the scheme arrangements can be obtained from:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU
Telephone: 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

How we use Your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

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

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

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

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

How We Share Your Information

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

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

Marketing

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

Customer Information

continued

Fraud Prevention and Detection

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

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

Automated Decisions

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

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

How to Contact Us

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

Email: dataprotection@coveainsurance.co.uk.

Employers' Liability Tracing Office

Certain information relating to **Your** insurance policy including without limitation the policy number(s) employers' names and addresses (including subsidiaries and any relevant changes of name) coverage dates employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment and
- to identify the relevant employers' liability insurance policies. The Database will be managed by the ELTO.

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

By entering into this insurance policy **You** will be deemed to specifically consent to the use of **Your** insurance policy data in this way and for these purposes.

Choice of Law

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

Introduction

Each Section of this policy, the **Schedule** and any endorsements, together with this Introduction, Customer Information and the General Definitions, General Conditions, Claims Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

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

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

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

The **Schedule** shows the Sections of the policy that are operative.

IMPORTANT

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

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

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

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

General Definitions

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

Bodily Injury

Bodily injury including death illness disease mental injury mental anguish or nervous shock but not defamation.

Business

Your business described in the **Schedule**.

Damage

Physical loss destruction or damage.

Employee

Any person while working under **Your** direct control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper.

Excess

The amount(s) shown in **Your** policy or **Schedule** for which **You** are responsible and which **We** will deduct from each and every claim.

Index-Linking

Whenever a **Sum Insured** or Declared Value is declared to be subject to Index-Linking it is adjusted at monthly intervals in line with suitable indices of costs.

At each renewal of the policy the premium will be based on the adjusted **Sums Insured** or Declared Value.

Period of Insurance

The period beginning with the effective date and ending with the expiry date both shown in the **Schedule** and any other period for which **We** accept payment for renewal of this policy.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

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

Premises

The buildings or part of the buildings situated at the address or addresses shown in the **Schedule** owned by **You** or for which **You** are legally responsible.

Property Insured

The property insured stated in the **Schedule**.

Schedule

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

Statement of Fact

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

Sum Insured

The Sum Insured as stated in the **Schedule**.

Territorial Limits

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

Vacant or Unoccupied

Buildings or part thereof that have become vacant or unoccupied untenanted or which have not been actively used for a period of more than 30 days.

We/Us/Our

Covea Insurance plc.

You/Your/Policyholder

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

General Conditions

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

1. Alteration in Risk

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

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

If an alteration creates an additional premium, this will be subject to a minimum premium of **£25** plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first **£25** or any difference which is less than **£25** plus insurance premium tax, which will be retained to cover administrative costs.

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

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

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

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

2. Average

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

3. Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

(a) not:

- (i) paying a premium when it is due
- (ii) co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
- (iii) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Condition 10. Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.

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

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance, outstanding monies may be owed when **Your** policy is cancelled. They must be paid to Covéa Insurance as described in **Your** Loan Agreement.

For **Your** rights to cancel the policy please see "How to Cancel Your Policy" on page 3 of this policy document.

4. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

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

5. Contracts (Rights of Third Parties) Act 1999

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

6. Fire Break Doors and Shutters

It is a condition precedent to **Our** liability that all fire break doors and shutters shall be kept closed except during working hours and shall be maintained in efficient working order.

General Conditions

continued

7. Instalments

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

You shall surrender forthwith to **Us** any effective certificate(s) of insurance.

8. Interest Clause

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** at the time of notification of any claim.

9. Fair Presentation of the Risk

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

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible, **We** may avoid this policy and refuse all claims where:

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

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

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

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

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

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

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

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

10. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) maintain the business premises machinery equipment and furnishings in a good state of repair
- (c) exercise care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements manufacturers' recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
- (e) remedy as soon as possible any defect or danger that becomes apparent.

11. Vacant or Unoccupied Premises

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

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

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

- (i) an internal and external inspection of the Buildings every 7 days by **You** or an authorised representative and a written record of such inspections maintained
- (ii) all trade refuse and waste materials are removed from the interior of the Buildings and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (iii) the Buildings must be secured against unlawful entry and all locks bolts and other protective devices in full operation

General Conditions

continued

- (iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements
- (v) ensure all letterboxes are sealed to prevent insertion of material
- (vi) all sources of power fuel or water are turned off and the water system drained down other than:
 - where electricity is needed to maintain any fire or intruder alarm system in operation
 - where the Buildings are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

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

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

12. Sanctions

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

13. Survey and Risk Improvement

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

- (a) as required by **Us**, **We** will be allowed access to the **Premises** to carry out a survey either:
 - (i) after inception of this policy
 - (ii) prior to or post renewal of this policy; or
 - (iii) the date **We** confirm cover in respect of an alteration made to this policy
- (b) **You** will in respect of such survey:
 - (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
 - (ii) co-operate fully with **Us** during the visit on the agreed date(s); and
 - (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **You** by **Us**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

We reserve the right to amend terms, Definitions, Conditions, Clauses, Exclusions and premium, of this policy, or withdraw cover under this policy if **You** fail to comply with any of the above. If **We** exercise any of the above options, **We** will advise **You** in writing confirming the action being taken.

Claims Conditions

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

1. Actions by You

It is a condition precedent to **Our** liability that **You** shall on the happening of any incident which could result in a claim under this policy:

- (a) in respect of claims relating to Section 1: Property Damage and Section 2: Loss of Rent immediately notify **Us** and deliver to **Us** at **Your** own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
 - (i) 7 days of the event in the case of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - (ii) 30 days of the expiry of the Indemnity Period in respect of Section 2: Loss of Rent
 - (iii) 30 days of the event in the case of any other claim or such further time as **We** may allow
- (b) in respect of claims relating to Section 3: Employers' Liability and Section 4: Property Owners' Liability give written notice to **Us** as soon as reasonably practicable of any occurrence that may give rise to a claim and shall give all such additional information as **We** require. Every letter of claim writ summons or process and all documents relating thereto and any other written notification of claim shall be forwarded unanswered to **Us** immediately they are received
- (c) give immediate notification to the police in respect of **Damage** caused by malicious persons theft or vandalism
- (d) make no admission of liability or offer promise or payment without **Our** written consent
- (e) inform **Us** immediately of any impending prosecution inquest or fatal accident inquiry or civil proceedings and send to **Us** immediately every relevant document
- (f) take all reasonable action to minimise or check any interruption or interference with the **Business**
- (g) produce to **Us** such books of account or other **Business** books or documents or such other proofs as may reasonably be required by **Us** for investigating or verifying the claim.

2. Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

3. Co-operation

You will provide all help and assistance and co-operation required by **Us** in connection with any claim.

4. Fraudulent Claims

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

5. Other Insurances

If at the time a claim arises there be any other insurance effected by **You** or on **Your** behalf applicable to such event **Our** liability shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably then **Our** liability hereunder shall be limited in respect of such **Damage** to any excess beyond the amount which would have been payable under such other insurance had this policy not been effected.

6. Our Rights

We shall be entitled:

- (a) on the happening of any **Damage** in respect of which a claim is made and without thereby incurring any liability or diminishing any of **Our** rights under this policy to enter take or keep possession of the **Premises** where such **Damage** has occurred and to take possession of or require to be delivered to **Us** any **Property Insured** and deal with such property for all reasonable purposes and in a reasonable manner

Claims Conditions

continued

- (b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this policy and **You** shall give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and **You** shall execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**
- (d) in the event of any occurrence resulting in any claim(s) under Section 3: Employers' Liability and Section 4: Property Owners' Liability to pay to **You** the amount of the Limit of Liability for such occurrence (less any sums already paid as damages in respect of such occurrence) or any lesser amount for which the claim(s) can be settled after which **We** shall have no further responsibility in connection with such claim(s) except in respect of Section 4: Property Owners' Liability for legal costs incurred before the date of payment.

7. Payment of Claims

In the event of a claim being made under this policy the premium for which is paid through **Our** credit scheme **We** may avail ourselves of the Terms and Conditions of the credit scheme and deduct any sum outstanding from **You** to **Us** in respect of the credit facility from any settlement due to **You** of a claim made under this policy.

8. Repayment of Excess

You will repay to **Us** the amount of any **Excess** or **Your** contribution for which **We** have made payment.

9. Subrogation

Any claimant under this policy shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

10. Terms Not Relevant to Actual Loss

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

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

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

General Exclusions

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

We shall not be liable for:

1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
 - (i) **War Government Action** or **Terrorism**
 - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action** or **Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

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

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

Terrorism shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves serious violence against a person
 - (ii) involves serious damage to property
 - (iii) endangers a person's life other than that of the person committing the action
 - (iv) creates a serious risk to the health or safety of the public or a section of the public
 - (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

Terrorism Special Provision— Residential Property

(applicable to Section 1: Property Damage and Section 2: Loss of Rent)

In respect of **Residential Property** We will pay for **Damage to Property Insured** arising from an act of **Terrorism** provided the loss, damage, cost or expense does not arise out of the use of biological, chemical, radioactive and/or nuclear pollution or contamination, or explosion and/ or the threat thereof.

Residential Property shall mean flats and private dwelling houses insured in the name of an individual who does not own such property in the business of a sole trader.

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

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under the Employers' Liability Section provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability Costs and Expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed **£5,000,000**.

We will indemnify **You** under Section 4: Property Owners' Liability against legal liability Costs and Expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause **£2,000,000** or the amount of the Limit of Liability stated in the **Schedule** whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** **£2,000,000** in the aggregate or the amount of the Limit of Liability stated in the **Schedule** whichever is the lower.

2. Sonic Bangs

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

3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

General Exclusions

continued

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

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

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

4. Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the property insured caused by:

- (a) pollution or contamination which itself results from a defined peril
- (b) a defined peril which itself results from pollution or contamination.

This Exclusion shall not apply to Section 3: Employers' Liability and Section 4: Property Owners' Liability.

5. Illegal Activities

Damage caused by **You**, any tenant or their family or guests, as a direct or indirect result of any illegal activities at the **Premises** other than the cover provided for under:

- (a) the Illegal Cultivation of Drugs Clause or
- (b) the Malicious Damage by Residential Tenants Clause of Section 1: Property Damage.

6. Marine Policies

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

7. This Exclusion remains blank.

8. Asbestos

This Exclusion shall not apply to Section 3: Employers' Liability.

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

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing.

9. Confiscation & Nationalisation

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

10. Electronic Risk

(not applicable to Section 3: Employers' Liability and Section 4: Property Owners' Liability if insured by this policy)

- (a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of **The Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by **The Perils** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

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

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

The Perils means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

General Exclusions

continued

11. Mould and Fungal Fungal Pathogens

This Exclusion shall not apply to Section 3: Employers' Liability.

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

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

12. Communicable Disease

(not applicable to Section 3: Employers' Liability and Section 4: Property Owners' Liability if insured by this policy)

(a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- (i) a **Communicable Disease**; or
- (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **Communicable Disease**; or
 - (b) any property insured hereunder that is affected by such **Communicable Disease**,and
 2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.
- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
- (i) Terrorism (as defined in this policy), or
 - (ii) **The Perils** as described below
- where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

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

- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

The Perils means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Section 1: Property Damage

Definitions

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

Buildings

The buildings outbuildings annexes conveniences extensions and sub-stations at the **Premises** specified in the **Schedule** including and for which **You** are responsible:

- (a) landlord's fixtures and fittings
- (b) property comprising fixtures and fittings formerly the property of tenants which has been relinquished to **You**
- (c) all foundations or footings
- (d) walls gates fences forecourts car parks driveways and service areas all fixed glass in windows doors fanlights skylights and partitions and fixed sanitary fittings
- (e) roads pavements pedestrian malls associated lamp-posts and other street furniture
- (f) fixed fuel oil tanks fixed diesel fuel tanks and fixed liquefied petroleum gas tanks
- (g) security lighting security cameras and other security devices fire protection devices signs communication aerials and similar devices
- (h) landscaping external trees and plants planters ornamental features and statues
- (i) tennis courts swimming pools and roof gardens applicable to blocks of flats and individual private dwellings only.

Landlords Contents

This shall include both:

(a) Common Parts

The contents of common parts including furniture furnishings fitted carpets fixtures and fittings potted plants and their containers signs whilst contained in or about the **Buildings** insured by this policy.

(b) Residential Accommodation

Furniture furnishings fitted carpets appliances and other household goods in any self-contained flat or other private dwelling at the **Premises** belonging to **You** or for which **You** are responsible.

The Perils

1. (a) Fire but excluding **Damage** caused by:

- (i) explosion resulting from fire
- (ii) earthquake or subterranean fire
- (iii) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat.

(b) Lightning

2. Explosion

- (a) of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire
- (b) otherwise excluding **Damage** caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control.

3. Aircraft and/or other aerial devices and/or articles dropped therefrom

4. Earthquake subterranean fire

5. Riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

Excluding **Damage** resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority.

6. Malicious Persons or vandals not acting on behalf of or in connection with any political organisation excluding **Damage**:

- (a) resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority
- (b) caused by Theft
- (c) when the **Premises** are **Vacant or Unoccupied**.
- (d) caused by a tenant their family or guests occupying the **Building** or portion of any **Building** for residential purposes.

7. Theft or any attempt thereat excluding **Damage**:

- (a) in respect of property in the open unless agreed otherwise by **Us**
- (b) when the **Premises** are **Vacant or Unoccupied**
- (c) which **You** are able to recover from another source or which is more specifically insured or
- (d) caused by **Your Employees** tenants or any other persons lawfully in **Your Premises**.

8. Storm or Tempest excluding **Damage**:

- (a) caused by the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
- (b) caused by inundation from the sea whether resulting from storm or otherwise
- (c) caused by frost subsidence ground heave or landslip
- (d) attributable solely to change in the water table level
- (e) to fences gates and moveable property in the open or in open sided buildings.

Section 1: Property Damage

continued

9. **Flood** excluding **Damage**:
- (a) caused by Storm or Tempest
 - (b) caused by Escape of Water from any tank apparatus or pipe
 - (c) caused by frost subsidence ground heave or landslip
 - (d) attributable solely to change in the water table level
 - (e) to fences gates and moveable property in the open or in open sided buildings.
10. **Escape of Water** from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding **Damage**:
- (a) caused by water discharged or leaking from any automatic sprinkler installations
 - (b) when the **Premises** are **Vacant or Unoccupied**.
11. **Impact** by:
- (a) falling trees or boughs excluding **Damage** caused by lopping pruning or felling
 - (b) collapse or breakage of television or radio receiving aerials or satellite dishes
 - (c) vehicles or animals.
12. **Accidental Discharge or Leakage of Automatic Sprinkler Installations** excluding **Damage** occasioned by or attributable to:
- (a) heat caused by Fire
 - (b) freezing when the **Premises** are **Vacant or Unoccupied**
 - (c) repairs alterations or extensions to the **Buildings** and/or sprinkler installations
 - (d) defects in construction or condition of which **You** are aware.
13. **Any Accidental Cause** excluding **Damage**:
- (a) caused by or specifically excluded in the **The Perils** 1-12
 - (b) to the **Property Insured** caused by or consisting of:
 - (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level
 - (ii) its own faulty or defective design or materials
 - (iii) faulty or defective workmanship operational error or omission on **Your** part or any of **Your Employees**
 - (iv) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control

but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.
 - (c) caused by or consisting of:
 - (i) corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness marring scratching vermin or insects
 - (ii) change in temperature colour flavour texture or finish action of light
 - (iii) joint leakage failure of welds cracking fracturing collapse or overheating of
 - (iv) boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (v) mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude:

 - such **Damage** not otherwise excluded which itself results from any other of **The Perils**
 - subsequent **Damage** which itself results from a cause not otherwise excluded.
 - (d) caused by or consisting of:
 - (i) subsidence ground heave or landslip
 - (ii) normal settlement or bedding down of new structures
 - (iii) acts of fraud or dishonesty
 - (iv) unexplained disappearance or inventory shortage misfiling or misplacing of information
 - (v) electrical or magnetic injury disturbance or erasure of electronic records.
 - (e) to or destruction of a building or structure caused by its own collapse or cracking.
 - (f) in respect of moveable property in the open or in open sided buildings fences and gates caused by wind rain hail sleet snow flood or dust.
 - (g) to the property insured:
 - (i) caused by Fire resulting from its undergoing any heating process or any process involving the application of heat
 - (ii) (other than by Fire or Explosion) resulting from its undergoing any process of production packing
 - (iii) treatment testing commissioning servicing adjustment or repair.
 - (h) in respect of:
 - (i) jewellery precious stones precious metals bullion or furs
 - (ii) property in transit
 - (iii) money cheques stamps bonds credit cards or securities of any description.
 - (iv) Glass and Sanitaryware and signs:
 - due to repairs and alterations being carried out at the **Premises**
 - during installation or removal of such Glass and Sanitaryware or signs
 - which were broken or cracked prior to the inception of this policy
 - in greenhouses or conservatories unless specifically accepted by **Us**
 - in tubes unless the Glass is fractured.

Section 1: Property Damage

continued

- (i) in respect of:
 - (i) vehicles licensed for road use (including accessories thereon) caravans trailers
 - (ii) railway locomotives rolling stock watercraft or aircraft
 - (iii) property or structures in the course of construction or erection and materials or
 - (iv) supplies in connection with all such property in course of construction or erection
 - (v) land piers jetties bridges culverts or excavations
 - (vi) livestock growing crops or trees unless specifically mentioned as insured by this Section.
- (j) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority.
- (k) (i) caused by freezing
 - (ii) to Glass and Sanitarywarein respect of any building which is left **Vacant or Unoccupied**.
- (l) to or caused by:
 - (i) loss of market loss of use monetary devaluation (other than loss of **Rent** when insured as an Item under this Section)
 - (ii) property let out on hire or loaned to another person or company
 - (iii) loss resulting from **You** voluntarily parting with title or possession of any property if induced to do so by deception
 - (iv) **Damage** to any part of any electrical plant or apparatus directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but this shall not exclude: **Damage** to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom
 - (v) showcases automatic or vending machines or their contents situated outside the **Buildings** of the **Premises** unless specifically mentioned in the **Schedule**.

Cover

We will indemnify **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by each of the **The Perils** insured as they appear in the **Schedule** subject to the terms exclusions and conditions of the policy.

Limit of Liability

The maximum **We** will pay under this Section any one occurrence will not exceed:

- (a) the **Sum Insured** on each item or
- (b) the total **Sum Insured** or
- (c) any other maximum amount payable or limit of liability specified in the **Schedule**

The Excess

We shall not indemnify **You** for the amount of the **Excess** specified in the **Schedule**.

Clauses

The following Clauses apply to this Section.

Additional Sprinkler Upgrade Costs

This Section extends to include costs incurred with **Our** consent to upgrade an automatic sprinkler installation in order to comply with current Loss Prevention Council (LPC) rules following **Damage** providing the installation conformed to LPC rules at the time of installation and the system has a complete service record up to the time of the **Damage**.

Automatic Reinstatement of Sums Insured

In consideration of the **Sums Insured** not being reduced by the amount of any loss **You** undertake to pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance** and to carry out any measures that **We** may require to prevent further **Damage** or enhance the security of the **Premises**. Subject to **Our** liability not exceeding the **Sum Insured** in respect of any one Item in respect of any one occurrence.

Average

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

Capital Additions

This insurance by each item on **Buildings** and **Landlords Contents** extends to include cover for capital additions alterations improvements and newly acquired and/or newly erected **Buildings** within the **Territorial Limits** provided they are not otherwise insured subject to the following:

- (a) the maximum **We** will pay for capital additions alterations and improvements shall not exceed **10%** of the total **Sum Insured** for **Buildings** and **Landlords Contents** or **£1,000,000** whichever the lesser
- (b) the maximum **We** will pay for newly acquired and/or newly erected **Buildings** shall not exceed **£1,000,000**
- (c) this Clause does not include cover for appreciation in value
- (d) **You** must provide **Us** with details of such additional insurance as soon as practicable and pay the additional premium required from its inception.

Contracting Purchaser

If at the time of **Damage** **You** shall have contracted to sell **Your** interest in any insured **Building** and the purchase is subsequently completed the contracting purchaser shall be entitled to benefit under the policy up to the date of completion provided that the **Building** is not otherwise insured in respect of such **Damage**.

Section 1: Property Damage

continued

Contractors Interest

Where **You** are required to effect insurance on the **Property Insured** in the joint names of the **Policyholder** and the contractor under the terms of a condition in the contract between **You** and the contractor then the interest of the contractor in the **Property Insured** as a joint insured is hereby noted provided **You** will advise **Us** of details of any single contract valued in excess of **£100,000** or **10%** of the **Sum Insured** on the **Property Insured** whichever is the less and pay any additional premium **We** may require.

Contract Works

The Insurance by each Item on **Buildings** extends to include Contract Works to the extent to which **You** have contracted to arrange cover provided that:

- (a) this Clause shall not apply to any contract where the original contract price or contract value on completion exceeds **£100,000** any one single contract
- (b) this Clause shall only apply insofar as the Contract Works are not otherwise insured.

We shall not be liable for the first **£500** of each and every loss arising under this policy unless stated otherwise in the **Schedule**.

Concern for Welfare Costs

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

Provided that:

- (a) **We** will not be liable for costs incurred following **Damage** caused by the police in the course of criminal investigations

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

Removal of Debris

We will pay **You** for the costs and expenses necessarily incurred by **You** with **Our** consent in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping the portion or portions of the **Property Insured** as a result of **Damage**.

We will not pay for costs or expenses:

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

Removal of Debris (tenants contents) cover

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

We will not cover costs or expenses incurred in removing debris except from the site of the damaged property and the area immediately adjacent to the site arising from pollution or contamination of other property not insured by this Section.

Drain Clearing

This Section extends to include cover for reasonable expenses necessarily incurred by **You** in clearing cleaning and/or repairing drains gutters sewers and the like for which **You** are legally responsible in consequence of **Damage** as insured by this Section.

Subject to **Our** maximum liability not exceeding **£25,000** any one occurrence during the **Period of Insurance**.

Failure of Tenants Insurance

The insurance provided by this Section extends to include any **Building** owned by **You** for which (by the terms of an agreement with **You**) the tenant lessee or other occupier of the **Building** has an obligation to insure but has failed to maintain in force such insurance.

This Clause will only take effect if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

The maximum **We** will pay in respect of this Clause is **£1,000,000** during the **Period of Insurance**.

You must advise **Us** in writing immediately **You** become aware that such insurance is not in force and pay the appropriate premium due for the period such insurance is not effected.

You must obtain written confirmation from the tenant lessee or occupier and their Insurers at the inception of any such agreement that insurance is in force providing at least the extent of cover provided by this policy and also carry out an annual check that such insurance is in force for all such properties.

This Clause will not include:

- (a) where Insurance cover has been arranged but has been invalidated due to:
 - (i) a breach of a warranty or condition
 - (ii) risk improvements not having been complied with
- (b) where the tenant lessee or other occupier has not made a claim under his policy and should have done so
- (c) any amount applied as an **Excess** or deductible under any more specific insurance
- (d) any amount in excess of **£500,000** any one **Premises**.

Section 1: Property Damage

continued

Fire Extinguishment Expenses

In the event of **Damage** to the **Property Insured** caused by fire the insurance by this Section is extended to include costs reasonably and necessarily incurred with **Our** consent in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks resulting from such **Damage**.

Our liability under this Clause is limited to **£5,000** in respect of any one occurrence.

Fly Tipping

This Section extends to include the costs necessarily and reasonably incurred by **You** with **Our** consent in clearing and removing any property illegally deposited in or around the **Buildings** at the **Premises**.

Our liability under this Clause is limited to **£25,000** in respect of any one occurrence.

Illegal Cultivation of Drugs

We will pay **You** for **Damage** to the **Premises** including clean-up costs necessarily and reasonably incurred with **Our** consent as a result of the **Premises** being used for the Illegal cultivation, manufacture, harvesting or processing by any other method, of drugs classed as a controlled substance under the Misuse of Drugs Act (1971) as amended, updated, or re-enacted from time to time.

It is a condition precedent to **Our** liability that **You** or authorised persons acting on **Your** behalf or **Your** managing agents:

- (a) carry out internal and external inspections every 3 months or as frequently as permitted under the tenancy agreement
- (b) maintain a log of those inspections
- (c) carry out a management check of the inspections log every 6 months
- (d) shall in each instance obtain and record formal identification for all tenants or prospective tenants
- (e) shall in each instance obtain and retain a written and verified references for all tenants or prospective tenant
- (f) produce such written references at **Our** request in the event of a claim under this Clause
- (g) obtain and record details of **Your** tenant's bank account and verify those details by receiving at least one payment from that account
- (h) advise **Your** tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (d), (e), (f) and (g) above for all lettings that they arrange
- (i) must tell **Us** and the police immediately upon becoming aware that the **Premises** is being used for the Illegal cultivation, manufacture, harvesting or processing of drugs classed as a controlled substance.

Inadvertent Failure to Insure

This Section extends to include any **Premises** in the United Kingdom which **You** own or for which **You** are responsible which **You** have an obligation to insure but have inadvertently been left uninsured. Provided that:

- (a) **You** advise **Us** in writing immediately **You** become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became **Your** responsibility
- (b) **You** will carry out at not less than annual intervals a check of all properties owned by **You** or for which **You** are responsible to ensure that effective insurance is in force for such properties
- (c) **Our** liability shall not exceed **£500,000** any one occurrence.

This Clause will only be effective if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

This Clause will not include:

- (i) any premises more specifically insured
- (ii) any appreciation in value.

Index Linking

The **Sums Insured** and Declared Values in respect of the **Buildings** are subject to **Index-Linking**.

Landlords Contents – Residential Properties

This Section extends to include **Landlords Contents** of **Residential Accommodation** belonging to **You** or for which **You** are responsible at **Premises** occupied solely or partially for residential purposes. **Our** liability under this Clause shall not exceed **£25,000** any one **Premises** unless otherwise stated in the **Schedule**.

Landscaped Grounds

This Section extends to include the costs necessarily and reasonably incurred by **You** in making good the landscaped grounds of the **Premises** damaged by the Fire Brigade or any other Emergency Service in consequence of **Damage** to **Property Insured**.

Our liability under this Clause is limited to **£25,000** in respect of any one occurrence.

Loss of Metered Utilities

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

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

The maximum **We** will pay for any one occurrence is **£10,000**.

Malicious Damage by Residential Tenants

Solely in the event of **Damage** by Peril 6, **We** will pay for the **Damage** caused by a tenant and other persons lawfully on the **Premises**, which cannot be recovered from any security deposit lodged by the tenant.

We shall not be liable for **Damage** caused by any tenant or their family occupying the **Building** or portion of any **Building** for residential purposes directly or indirectly caused by:

- (a) theft or attempted theft; and or

Section 1: Property Damage

continued

- (b) the Illegal Cultivation of Drugs.

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

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

Our liability under this Clause is limited to **£25,000** in respect of any one occurrence.

Non-Invalidation

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

Other Interests

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

European Community and Public Authorities including Undamaged Property

Subject to the following Special Conditions the insurance in respect of **Buildings** and **Landlords Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- (a) European Community legislation
- (b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority (hereinafter referred to as 'the Stipulations') in respect of:
- (i) the lost destroyed or damaged property thereby insured
- (ii) undamaged portions thereof
- (iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**

but excluding:

- (a) the cost incurred in complying with the Stipulations:
- (i) in respect of **Damage** occurring prior to the granting of this Clause
- (ii) in respect of **Damage** not insured by this policy
- (iii) under which notice has been served upon **You** prior to the happening of the **Damage**
- (iv) for which there is an existing requirement which has to be implemented within a given period
- (v) in respect of property entirely undamaged by any cover hereby insured against
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

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

Special Conditions

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time **We** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **Our** liability under this Supplementary Condition not being thereby increased
- (b) **Our** liability under any item of this policy apart from this Supplementary Condition shall be reduced by the application of any of the terms and conditions of this policy then **Our** liability under this Supplementary Condition in respect of any such item will be reduced in like proportion
- (c) The total amount recoverable under any item of this policy in respect of this Supplementary Condition will not exceed:
- (i) in respect of the lost destroyed or damaged property its sum insured
- (ii) in respect of undamaged portions of property (other than foundations) **15%** of the total amount for which **We** would have been liable had the property insured by the item at the **Premises** where the **Damage** has occurred been wholly destroyed
- (d) The total amount recoverable under any item of this policy will not exceed its sum insured
- (e) All the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

Professional Fees

The insurance by each Item on the **Buildings** and **Landlords Contents** includes an amount for architects surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its **Damage** but not for preparing any claim. The amount payable for such fees will not exceed those authorised under the scale of charges of the respective professional bodies at the time of such **Damage** and that the liability for such **Damage** and fees will not exceed in the aggregate the **Sum Insured** by each such item.

Removal of Bees' and/or Wasps' Nests

The insurance by this Section extends to include the costs necessarily and reasonably incurred by **You** with **Our** consent in the removal of bees' or wasps' nests from the **Buildings** at the **Premises** provided that:

- (a) **We** shall not pay for any costs solely incurred by **You** in removing bees' or wasps' nests already existing in the **Buildings** of the **Premises** prior to the inception of this cover.
- (b) **Our** liability under this Clause is limited to **£500** in respect of any one occurrence.

Section 1: Property Damage

continued

Replacement of Keys and Resetting of Digital Locks

We will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or resetting of digital locks following the theft of keys to the **Premises** or reasonable evidence that keys have been duplicated by an unauthorised person provided that:

- (a) The original keys were stolen from the **Premises** or the private residence of **You** or an authorised representative
- (b) **Our** liability will not exceed **£25,000** any one occurrence.

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

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

Services

The **Property Insured** includes telephone gas water and electric instruments meters pipes ducts cables and the like and the accessories thereof including similar property in adjoining yards or roadways or underground (and pertaining to the **Buildings** or **Landlords Contents** insured under the respective Items of this Section) **Your** property or for which **You** are responsible.

Seventy-two Hour Clause

It is hereby agreed that **Damage** caused by Storm Flood or Earthquake if insured hereby occurring within each and every separate period of 72 hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or **Excess** amount applicable hereunder.

Subrogation Waiver

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

- (a) Any company standing in the relation of parent to subsidiary (subsidiary to parent) to **You** as defined in the Companies Act or Companies (NI) Order as appropriate current at the time of the **Damage**
- (b) Any company which is a subsidiary of a parent company of which **You** are yourself a subsidiary in each case within the meaning of the Companies Act or Companies (NI) Order as appropriate current at the time of the **Damage**
- (c) any tenant or lessee in respect of **Damage** to that portion of the **Premises** in the demise of that tenant or lessee or to those portions of the **Premises** in which all the tenants have a common interest where the premium has been paid by the tenant or lessee but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

Temporary Removal

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

- (a) **Our** liability any one occurrence will not exceed **15%** of the **Sum Insured** for each item covered for **Damage** occurring elsewhere than at the **Premises**

- (b) such property is not more specifically insured.

Trace and Access

In the event of **Damage** resulting from the escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation (as insured herein) **We** will pay costs necessarily and reasonably incurred in locating the source of such **Damage** and subsequently making good subject to **Our** liability under this Clause not exceeding **£25,000** any one occurrence.

Tree Felling and Lopping

It is agreed that the insurance by this Section extends to include the costs necessarily and reasonably incurred by **You** with **Our** consent in the lopping or removal of tree(s) at the **Premises** for which **You** are responsible following **Damage** insured hereunder provided that:

- (a) such tree(s) was/were not deemed to have been in an unsafe condition and a threat to life or **Property Insured** immediately prior to such **Damage**
- (b) **We** shall not pay for any:
 - (i) costs solely incurred by **You** to comply with a tree preservation order
 - (ii) legal or public or local authority costs involved in removing any tree(s)
- (c) **Our** liability under this Clause is limited to **£5,000** in respect of any one **Occurrence**.

Unauthorised Use of Electricity Gas or Water

This Section is extended to include the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Premises** without **Your** authority:

Provided that:

- (a) **Our** maximum liability under this Clause shall not exceed **£25,000** any one occurrence
- (b) **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs decorations or alterations without prejudice to this Insurance.

Optional Extensions

If shown in the **Schedule** the following Extensions shall apply subject always to the limits terms conditions and exclusions of this Section and the policy.

Subsidence Extension

Exception (d) (i) to the Any Accidental Cause Peril specified in Section 1: Property Damage is deleted.

This Section is extended to include **Damage** caused by subsidence landslip or ground heave of any part of the site on which the **Property Insured** stands.

Section 1: Property Damage

continued

We will not be liable under this Extension for:

- (a) **Damage** to yards forecourts terraces drives roads pavements walls gates and fences unless affecting a **Building** insured
- (b) **Damage** caused by bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- (c) **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection structural alterations or repair or demolition
- (d) **Damage** caused by defective design or workmanship or defective materials
- (e) **Damage** which commenced prior to the inception of the cover under this Extension
- (f) the amount of the **Excess** stated in the **Schedule** applicable to Subsidence

Provided that **You**:

- (a) keep the **Property Insured** in good and substantial repair
- (b) notify **Us** immediately in writing in the event of:
 - (i) the operation of a cause insured by this Extension
 - (ii) demolition excavation or building work being commenced at or affecting any part of the **Property Insured** or the site or adjoining the site

In the event of demolition excavation or building work commencing **We** have the right to vary or cancel the cover provided by this Extension.

Basis of Settlement Clauses

Designation

For the purpose of determining where necessary the item heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books or business records.

Basis of Settlement

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

Reinstatement

The amount payable in respect of **Buildings** and **Landlords Contents** will be the reinstatement of the **Damage**.

Reinstatement is defined as:

- (a) the rebuilding or replacement of property lost or destroyed
- (b) the repair or restoration of property damaged.

In either case to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that:

- (a) No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
 - (i) unless the work of **Reinstatement** is commenced and carried out with reasonable despatch
 - (ii) until the cost of **Reinstatement** has been incurred

- (iii) unless any other insurance covering **Your** interest in the property at the time of **Damage** is on the same basis of **Reinstatement** as this policy and if no such payment is made then both **Ours** and **Your** rights and liabilities shall be those which would have applied had this Clause not been operative.

- (b) In the event of partial **Damage** to **Property Insured** **Our** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed and liabilities shall be those which would have applied had this Clause not been operative.
- (c) **Reinstatement** may be carried out at another site and in any manner suitable to **You** subject to **Our** liability not being increased as a result.

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

Day One Reinstatement – Buildings

The Reinstatement Basis of Settlement is amended as follows

Declared Value is defined as:

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

- (a) the additional cost of **Reinstatement** to comply with public authority requirements
- (b) professional fees
- (c) debris removal costs.

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

Special Conditions

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

If at the time of **Damage** the **Declared Value** of an Item for **Buildings** is less than **85%** of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**.
3. **We** will not pay under this Clause:
 - (a) until **You** have incurred the cost of replacing or repairing the **Property Insured**
 - (b) if **You** or someone acting on **Your** behalf have insured the **Property Insured** under another policy which does not have the same basis of **Reinstatement**
 - (c) if **You** do not comply with any of the provisions of this Clause.

Our liability in respect of each item for **Buildings** will not exceed the **Sum Insured** stated in the **Schedule**.

Section 1: Property Damage

continued

Conditions

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

Fire Extinguishing Appliances

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

Roof Maintenance Condition

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

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

Exclusions

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

We shall not be liable for **Damage** to:

1. vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft aircraft or aerospace device
2. property or structures in course of construction or erection and materials or supplies in connection with all such property or structures in course of construction or erection
3. land piers jetties bridges culverts or excavations
4. livestock growing crops or trees
5. any property more specifically insured
6. paintings prints and works of art with a value in excess of **£5,000** any one item
7. jewellery precious stones precious metals bullion or furs
8. consequential loss of any kind or description
9. mobile phone masts or **Damage** caused by mobile phone masts erected on the **Premises**
10. any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition over running excessive pressure short circuiting self heating or leakage of electricity
11. the amount of **Excess** specified in the **Schedule**.

Section 2: Loss of Rent

Your Schedule will show if this Section is operative

Definitions

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

Indemnity Period

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

Maximum Indemnity Period

The period shown in the **Schedule**.

Outstanding Debit Balances

The money owed to **You** by **Your** customers at the date of the **Damage** taking into account:

- (a) bad debts
- (b) debit and credit amounts owed and not passed through the books during the period between the last record and the date of the **Damage**
- (c) abnormal trading conditions affecting the **Business**
- (d) **Your** last record of amounts owed by customers.

Rent

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

Standard Rent Receivable

The **Rent** receivable during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Cover

In the event that a **Premises** suffers **Damage** caused by any of **The Perils** insured under Section 1: Property Damage of the policy occurring during the **Period of Insurance** **We** will indemnify **You** for

Loss of Rent

- (a) the actual amount of the reduction in the **Rent** receivable by **You** during the **Indemnity Period** solely in consequence of the **Damage** less any savings that result from reduced costs and expenses during the same period and less any **Rent** received from the provision of alternative accommodation
- (b) **the cost of re-letting**
the legal and other costs necessarily and reasonably incurred with **Our** prior consent during the **Indemnity Period** in re-letting the **Buildings** solely in consequence of the **Damage**

(c) Increased Cost of Working

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

(d) the business rates

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

The maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item on **Loss of Rent** insured under this Section is **200%** of the **Sum Insured** stated in the **Schedule**.

We will also indemnify **You** in respect of Auditor's Fees subject to the **Sum Insured** as stated in the **Schedule**.

Notes

1. To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purpose of any Definitions applicable to this Section any adjustment implemented in current cost accounting shall be disregarded.
3. The undefined words in this Section shall have the meaning usually attached to them in **Your** books and accounts.

Limit of Liability

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

Clauses

The following Clauses apply to this Section.

Alternative Residential Accommodation and Rent

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

Our liability under this Clause shall not exceed **20%** of the **Buildings Sum Insured** or as otherwise stated in **Your Schedule** applicable to the residential building or residential portion of the building concerned.

Section 2: Loss of Rent

continued

Buildings Awaiting Sale

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

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

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

Capital Additions

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

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

Provided that:

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

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

Compulsory Closure

The insurance by this Section extends to include interruption of or interference with the **Business** as a result of compulsory closure of the **Premises** by a public body authorised to prevent access to the **Premises** arising from the occurrence of:

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

For the purposes of the cover the **Indemnity Period** is restated as follows:

The **Indemnity Period** shall mean the period of time during which interruption to the **Business** occurs as a result of the matters set out at sub-clauses (a) – (c) (each ‘an occurrence’) commencing with the date of the closure of the **Premises** and not exceeding:

- (i) 30 days in respect of each occurrence and
- (ii) 30 days in total in respect of all occurrences in any one **Period of Insurance**

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

Denial of Access

The insurance by this Section is extended to include **Loss of Rent** following **Damage** by any of **The Perils** insured under Section 1: Property Damage to Property in the vicinity of the **Premises** which prevents or hinders access to or the use of the **Premises** whether the **Premises** or property of **You** therein shall be damaged or not but excluding loss or destruction of or **Damage** to property of any supply undertaking from which **You** obtain electricity gas water or telecommunications services which prevents or hinders the supply of such services to the **Premises**.

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

Loss of Attraction

The insurance by this Section is extended to include **Loss of Rent** resulting from the termination or renegotiation of any agreements for lease or other loss of tenancy or delay in completion of letting of the **Premises** consequent upon **Damage** to Property in the vicinity of the **Premises** excluding obstruction of roads streets and the like by weather or climatic conditions.

Provided always that:

- (a) there is an identifiable reduction in **Your Business** solely in consequence of the incident
- (b) there is no liability for loss resulting from interruption of or interference with the **Business** during the first 12 hours of the **Indemnity Period**
- (c) **Maximum Indemnity Period** shall not exceed 3 months

Section 2: Loss of Rent

continued

- (d) the limit is **5%** of the **Sum Insured** on **Loss of Rent** or **£100,000** whichever is the less.

Managing Agents Premises

The insurance by this Section is extended to include **Damage** by any of **The Perils** insured under Section 1: Property Damage at any premises in the **Territorial Limits** owned or occupied by **Your** managing agents employed or engaged to collect **Rent** receivable.

Provided always that:

- (a) such **Rent** receivable is not paid to **You** as a direct result of the incident
- (b) the **Rent** receivable is not outstanding for 120 days in excess of its due date
- (c) all reasonable steps to recover the **Rent** receivable are taken
- (d) such **Rent** receivable is not recoverable under any other policy.

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

Public Utilities

The insurance by this Section is extended to include **Loss of Rent** resulting from accidental total or partial failure of the public supply of:

- (a) electricity at the terminal point of the supply undertaking's service feed to the **Premises**
- (b) gas at the supply undertaking's meters at the **Premises**
- (c) water at the supply undertaking's main stopcock serving the **Premises**
- (d) telecommunications services at the incoming line terminals or receivers at the **Premises**.

in Great Britain or Northern Ireland but excluding any failure:

- (i) resulting from **Your** wilful act or neglect
- (ii) due to a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- (iii) due to a scheme of rationing unless solely necessitated by **Damage** to the supply undertaking's generating or supply equipment
- (iv) due to any industrial action or drought or
- (v) which does not involve a cessation of supply for at least 30 consecutive minutes in respect of (a), (b) and (c) above and 8 consecutive hours in respect of (d) above.

We shall not be liable for any claim in excess of **5%** of the **Sum Insured** under **Loss of Rent** or **£50,000** whichever is the lesser unless as otherwise stated in the **Schedule**.

Unlawful Occupation

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

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

We shall not be liable for:

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

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

Optional Extensions

If shown in the **Schedule** the following Extensions shall apply subject always to the limits terms conditions and exclusions of this Section and the policy.

Additional Increased Cost of Working

The further expenditure necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the **Loss of Rent** or to comply with lease or service obligations during the **Indemnity Period**. The maximum amount **We** will pay under this Extension is the **Sum Insured** stated in the **Schedule**.

Loss of Book Debts

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

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

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

This loss of Book Debts Extension does not cover loss as a result of:

- 1. erasure or distortion of information on computer systems or other records:
 - (a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to said machine or apparatus
 - (b) due to defects in such records
- 2. deliberate falsification of business records

Section 2: Loss of Rent

continued

3. mislaying or misfiling of tapes and records
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration vermin rust damp or mildew or
6. dishonest or fraudulent acts by any of **Your Employees**.

Condition applicable to this Extension

You will record the total amount of **Outstanding Debit Balances** at least once every seven days and keep a copy:

- (a) in a locked fire resistant safe or cabinet at the **Premises** or
- (b) away from the **Premises**.

Conditions

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

Automatic Reinstatement of Sum Insured

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

Cessation of Business

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

First Financial Year

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

Payments on Account

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

Renewal

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

Section 3: Employers' Liability

Your Schedule will show if this Section is operative

Definitions

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

Business

The Business as described in the **Schedule** shall include:

- (a) the ownership repair maintenance and decoration of the **Premises**
- (b) private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
- (c) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees**
- (d) **Your** fire security first aid medical and ambulance services
- (e) **Your** participation in exhibitions.

Compensation

Damages including interest.

Costs and Expenses

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

Cover

We will indemnify **You** against:

- 1. legal liability to pay **Compensation**

and

- 2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **You** in connection with the **Business** within the **Territorial Limits**.

Limit of Liability

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

Clauses

The following Clauses apply to this Section.

Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
 - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
 - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official.

Provided that:

- 1. such persons are not entitled to indemnity under any other policy covering such liability
- 2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
- 3. **We** will retain sole conduct and control of any claim or
- 4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability.

Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions including appeals against convictions
- (b) costs of prosecution awarded against **You** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£1,000,000**.

We will not indemnify **You** under this Clause in respect of:

- 1. any prosecutions unless they relate to death caused to any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in the **Business**
- 2. (a) the payment of fines or penalties
(b) any remedial or publicity orders or any steps required to be taken by such orders
- 3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy
- 4. any proceedings resulting from any deliberate act or omission by **You**.

Section 3: Employers' Liability

continued

Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

- (a) **You** each director or partner is **£500** per day
- (b) each **Employee** is **£250** per day.

Cross Liabilities

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Health and Safety at Work etc. Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

Indemnity to Principals

We will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Unsatisfied Court Judgements

In the event of a judgment for damages being obtained by any **Employee** or their personal representatives in respect of **Bodily Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business** against any person or company operating from premises within the **Territorial Limits** in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment **We** will at **Your** request pay to the **Employee** or their personal representatives 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 Clause the **Employee** or their personal representatives shall assign the judgement to **Us**.

Work Overseas

The indemnity provided shall extend to apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst temporarily engaged in non-manual work outside the **Territorial Limits**.

Provided that such **Employee** is ordinarily resident within the **Territorial Limits**.

Conditions

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

Certificate of Employers' Liability Insurance

If this policy or Section is cancelled any Certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

Discharge of Liability

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

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

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

Our Right of Recovery

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

Section 3: Employers' Liability

continued

Exclusions

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

We shall not be liable under this Section in respect of **Bodily Injury**:

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** of a vehicle on a road.

For the purposes of this exclusion the expression "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988

2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform
3. liquidated damages fines or penalties
4. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Section 4: Property Owners' Liability

Your Schedule will show if this Section is operative

Definitions

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

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Compensation

Damages including interest.

Computer System

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

Costs and Expenses

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

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by **You** or on **Your** behalf in connection with the **Business** and no longer in **Your** charge or control.

Cover

We will indemnify **You** against:

- 1. legal liability to pay **Compensation**
- and

- 2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Damage** to Property
- (c) accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- (d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

which arises in connection with the **Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

Limit of Liability

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

Clauses

The following Clauses apply to this Section.

Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
 - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
 - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official.

Provided that:

- 1. such persons are not entitled to indemnity under any other policy covering such liability
- 2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
- 3. **We** will retain sole conduct and control of any claim or

Section 4: Property Owners' Liability

continued

4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability.

Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions including appeals against convictions
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to **£1,000,000**.

We will not indemnify **You** under this Clause in respect of:

- 1. any prosecutions unless they relate to death caused to any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
- 2.
 - (a) the payment of fines or penalties
 - (b) any remedial or publicity orders or any steps required to be taken by such orders
- 3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy
- 4. any proceedings resulting from any deliberate act or omission by **You**.

Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

- (a) **You** each director or partner is **£500** per day
- (b) each **Employee** is **£250** per day.

Cross Liabilities

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this clause will increase **Our** liability beyond the amount for which **We** would have been liable had this clause not applied.

General Data Protection Regulations

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

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

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

Defective Premises Act 1972

We will indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

Provided that this indemnity shall not apply to:

- (a) the cost of rectifying any **Damage** or defect in premises or land disposed of
- (b) liability for which **You** are entitled to indemnity under another insurance policy.

Health and Safety at Work etc. Act 1974

We will indemnify **You** against legal **Costs and Expenses** incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

Indemnity to Principals

We will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Legionella

Section Exclusion 5 will not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like.

All **Pollution and Contamination** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like will be deemed to have occurred on the date that **You** first become aware of circumstances which have given rise to such **Pollution or Contamination**.

This indemnity only applies to claims made against **You** during the currency of this policy. **You** shall give notice in writing to **Us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this Clause.

Section 4: Property Owners' Liability

continued

We will not provide indemnity under this Clause:

- (a) if before the current **Period of Insurance** **You** had become aware of circumstances which have or may give rise to such **Pollution or Contamination**
- (b) if **You** have failed to comply with the Health and Safety Executives Approved Code of Practice – Legionnaires Disease: The control of legionella bacteria in water systems – or any subsequent amending Code of Practice.

Our liability under this Clause for all **Compensation** including **Costs and Expenses** payable in respect of all claims made against **You** during any one **Period of Insurance** will not exceed the Limit of Liability as stated in the **Schedule** or **£5,000,000** whichever is the lower.

Motor Contingent Liability

Notwithstanding Exclusion 3 of this Section **We** will indemnify **You** against legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere in **Territorial Limits**.

Provided that this indemnity will not apply:

- (a) in respect of **Damage** to the vehicle or to property conveyed therein
- (b) while such vehicle is being driven by:
 - (i) **You**
 - (ii) any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
- (c) to liability for which **You** are entitled to indemnity under another insurance policy.

Overseas Personal Liability

We will indemnify **You** and at **Your** request any director partner or **Employee** of **Yours** or any family member accompanying them while temporarily outside the **Territorial Limits** in connection with the **Business** against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

- (a) to liability arising out of the ownership or tenure of any land or building
- (b) where indemnity is provided by any other insurance.

Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

Conditions

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

Discharge of Liability

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

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

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

Section 4: Property Owners' Liability

continued

Exclusions

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

We will not indemnify **You** in respect of liability arising from:

1. the ownership possession or use by **You** of any land unless **We** have agreed to provide cover in respect of such land
2. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **You**
3. **Bodily Injury** or **Damage** arising from the ownership possession or use by **You** or on **Your** behalf of:
 - (a) any mechanically propelled vehicle licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **You** are not entitled to indemnity under any other policy)
 - (b) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
4. **Products Supplied** other than:
 - (a) food or beverages for consumption on the **Premises** by **Your** directors partners **Employees** or visitors
 - (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
5. **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in the **Schedule**
6. any professional negligence wrongful or inadequate treatment examination prescription advice by **You** or anyone acting on **Your** behalf
7. liquidated damages fines or penalties
8. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
9. **Damage** to property owned by hired to or in the custody or control of **You** other than:
 - (a) personal effects including motor vehicles and their contents belonging to any director partner **Employee** guest or visitor of **Yours**

(b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**

(c) premises (including its fixtures and fittings) leased hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement

10. (a) exposure to

(b) inhalation of

(c) fears of the consequences of exposure to or inhalation of

(d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any products containing **Asbestos**

11. any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform

12. the amount of the **Excess** stated in the **Schedule** for each and every claim

13. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

(a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

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

This Exclusion shall not apply in respect of:

(i) **Bodily Injury**

(ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**.

Section 5: Terrorism

Your Schedule will show if this Section is operative

Definitions

For the purposes of this Section the following definitions apply.

Act of Terrorism

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

Computer Systems

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

Consequential Loss

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

Damage

Loss or destruction of or damage.

Data

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

Denial of Service Attack

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

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **Us**.

Hacking

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

Nuclear Installation

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

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

Nuclear Reactor

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

Phishing

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

Territorial Limits

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

Virus or Similar Mechanism

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

Cover

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

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

Section 5: Terrorism

continued

Basis of Settlement

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

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

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

Maximum Period

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

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

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

Conditions

It is agreed that:

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

Exclusions

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

- 1. caused by or contributed to by or arising from or occasioned by or resulting from riot civil commotion war invasion act or foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 2. caused by contributed to by or arising from or occasioned by or resulting from:

(a) **Damage** to any **Computer System** or

(b) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **Virus** or **Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

This Exclusion shall not apply in respect of:

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

and

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

Section 5: Terrorism

continued

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

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

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

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

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

3. In respect of:

- (a) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**
- (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - Other than:
 - (i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
 - (ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20 %
- (c) any property which is insured by or would but for the existence of this Policy be insured by any form of transit or aviation or marine Policy
- (d) bankers blanket bonds
- (e) any other type of property which is specifically excluded elsewhere in this Policy.

Section 6: Legal Expenses

Your Schedule will show if this Section is operative

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

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

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

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

Claims should immediately be reported to MSL Legal Expenses Limited:

Tel: 0161 495 4490

Email: nonmotorclaims@financialandlegal.co.uk

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

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

LawAssistance: Registration Info

As a benefit of the Covéa Insurance Real Estate policy **You** now have access to LawAssistance, a service that provides access to an extensive range of legal documents, as well as a comprehensive jargon-free guide to business and employment law.

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

To access this site please go to: www.lawassistance.co.uk/msl

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

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

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

Definitions

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

Affordability Test

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

Appointed Representative

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

Aspect Enquiry

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

Basic Award

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

Buildings

means the buildings and land owned by **You** or for which **You** are legally responsible from which your **Business** operates from.

Business

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

Compensatory Award

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

Costs and Expenses

means all necessary and reasonable:

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

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

Section 6: Legal Expenses

continued

Employee

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

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

Full Enquiry

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

Insured Person

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

Insured Property

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

Legal Proceedings

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

Other Income Source

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

Reasonable Prospects

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

Tenancy Check Requirement

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

Commercial Properties;

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

Residential Properties;

- (a) A satisfactory credit reference check to include the Enforcement of Judgements office, County Court Judgements and bankruptcy against the **Tenant** or guarantor from a licensed credit referencing agency or from a licensed credit firm.

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

Tenant

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

We/Us/Our

means MSL Legal Expenses Limited.

You/Your

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

What is Insured

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

Provided that:

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

Section 6: Legal Expenses

continued

We will not pay:

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

Insured Incidents

1. Employment Disputes

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

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

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

- (i) A grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this Section
- (ii) Disciplinary hearings or internal grievance procedures
- (iii) The costs of any disputes relating to a settlement agreement
- (iv) Any dispute relating to a shareholding, partnership or directors contract
- (v) The Transfer of Undertakings (Protection of Employment) Regulations (TUPE)
- (vi) Unpaid wages and commission or deduction from wages or commission
- (vii) Benefits due under a contract of employment
- (viii) A payment relating to redundancy.

2. Employment Compensation Awards

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

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

3. Health & Safety Appeals

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

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

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

- (i) Assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration
- (ii) Any offence relating to the Proceeds of Crime Act 2002.

4. Legal Defence

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

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

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

5. Contract Disputes and Debt Recovery

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

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

- (a) Any claim relating to a lease or licence of any land or buildings
- (b) Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**
- (c) Any claim relating to the settlement payable or the cover provided under an insurance policy
- (d) Any claim relating to a loan, pension, investment or any other borrowing or financial instrument
- (e) A contract of employment
- (f) Arbitration arising out of an arbitration clause in any contract
- (g) Computer goods, systems or services
- (h) A breach or alleged breach of professional duty by an **Insured Person**
- (i) The monetary cost of putting right any damage caused or an alteration occasioned by a **Tenant**.

Section 6: Legal Expenses

continued

6. Property Disputes

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

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

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

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

- (i) Rent, service and maintenance charges or renewal of a tenancy agreement
- (ii) A planning application
- (iii) Work done by any government or local authority unless the claim is for accidental physical damage to the **Insured Property**
- (iv) Subsidence, heave, landslip, mining or quarrying.

7. Breach of Environmental Obligations

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

8. Energy Performance of Buildings Directive 2002

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

9. Data Protection

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

- (a) The defence of **Legal Proceedings** brought against **You** under the Data Protection Act 1998, General Data Protection Regulation (and any subsequent legislation governing the control of data) including an appeal by **You** against a refusal of an application for registration or alteration of registered particulars or an appeal against enforcement deregistration or transfer prohibition notice.
- (b) The defence of **Legal Proceedings** brought against **You** for compensation by reason of any contravention by **Your** data controller of any of the statutory or regulatory requirements governing the control of data.
- (c) Appealing against the refusal of the Information Commissioner to register **Your** application;
- (d) An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

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

10. Court Attendance

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

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

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

11. Tax Protection

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

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

Provided that:

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

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

- (i) **Your** failure to register for VAT
- (ii) Any claim relating to alleged dishonesty or an alleged criminal offence
- (iii) Any claim arising from a tax avoidance scheme.

12. Licence Protection

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

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

13. Personal Injury

We will, pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that the claim is the result of a sudden and specific incident.

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

- (i) Any claim which develops gradually unless it is the result of a sudden and specific incident
- (ii) Any claim arising from actual or alleged clinical, medical or dental negligence.

Section 6: Legal Expenses

continued

14. Rent Recovery

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

Provided that:

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

15. Tenant Eviction

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

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

16. Property Damage

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

Provided that:

- (i) The amount in dispute is more than the deposit paid by the **Tenant** at the commencement of the tenancy agreement or one month's rent, whichever is the greater
- (ii) An inventory of the **Insured Property** has been obtained and agreed by both parties prior to the commencement of the tenancy.

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

17. Property Legal Defence

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

18. Property and Squatter Protection

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

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

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

19. Rent Guarantee – Operative only if shown as Operative in the Schedule

This Section applies to premises occupied solely or partially for residential purposes only.

We will pay the amount of the undisputed and unpaid rent in respect of an **Insured Property**, provided that:

- (a) We have accepted **Your** claim under Insured Incident 14 Rent Recovery of this Section
- (b) The amount in dispute exceeds **£500** or one month's rent, whichever is the greater
- (c) The **Insured Property** is used only for residential and not commercial or business purposes.

If, during the **Period of Insurance** the **Tenant** is claiming housing benefit, We will pay rent from the date the housing benefit claim is concluded. If the **Tenant's** housing benefit claim is rejected, We will pay rent backdated to the date that **You** could first claim under this Section.

We will only pay undisputed and unpaid rent in excess of any loss that can be deducted from the balance of any deposit paid by the **Tenant** to **You** at the commencement of the tenancy. If the balance of the deposit is subsequently required to meet the cost of dilapidations, this will be paid to **You**.

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

- (i) Any rent due after **You** gain vacant possession of the **Insured Property** or the expiry of the tenancy agreement
- (ii) Any shortfall between the amount paid to the **Tenant** as housing benefit and the rent.

What is NOT Insured

The following are not insured by this Section.

1. Prior Claims

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

2. Costs and Expenses which We do not authorise

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

3. Previous Trade, Business, Occupation or Profession

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

4. Common Law Tenancy Agreements

Any claim relating to a Common Law Tenancy Agreement

5. Motor Vehicles

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

Section 6: Legal Expenses

continued

6. Non-Business Related Claims

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

7. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim:

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

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

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

Any claim directly or indirectly relating to or resulting from:

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

9. Bankruptcy, Liquidation or Receivership

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

10. Other Insurance

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

11. Fines and Penalties

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

12. Disputes with Us, Coveá Insurance

- (a) Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL Group of companies
- (b) Any claim against Coveá Insurance.

13. Territorial Limits

Any claim:

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

14. Notices

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

15. Sub Lease

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

16. Letting Agent or Managing Agents

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

Claims Settlement Provisions

1. Reasonable Precautions

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

2. When You Must Report a Claim to Us

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

3. Acceptance of Claim

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

4. Conduct of the Claim

(a) **We** will be entitled:

- (i) To have direct contact with the **Appointed Representative**
- (ii) To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**

Section 6: Legal Expenses

continued

- (iii) To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**

(b) What the **Insured Person** must do:

- (i) Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist
- (ii) Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim
- (iii) Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Section
- (iv) Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- (v) Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court

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

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

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

5. Payment Instead of Pursuing or Defending a Claim

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

6. Legal Proceedings

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

7. Choice of Appointed Representative

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

Conditions

1. Observance of Terms

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

2. Arbitration

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

3. New Rules

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

4. Assignment

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

5. Third Party Rights

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

Section 6: Legal Expenses

continued

6. Waiver

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

7. Recoveries

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

8. Governing Law

This Section is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

9. Consent

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

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

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

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under number 311676.

Data Protection

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

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

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

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

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

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

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

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

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

The Information Officer, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW or email: compliance@msl.co.uk

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