



Residential Property Owners

Policy wording

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To make a claim, call 0345 122 3283
Please save this number to your mobile phone

Your Policy

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Adding clarity to your policy

Some of the words in this policy wording have a specific meaning. Our definition for words that appear in bold can be found on page 7.

Residential Property Owners Policy

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** as shown on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet your needs.

Important Notice

A fair presentation of all material facts and circumstances must be made to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

Some examples of facts and circumstances which are material to **us** are shown below:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership, limited partnership, limited company, trusteeship, committee, executors or charity, residents' management company, residents' association as appropriate
- **Business premises** – construction type, nature of occupancy and also the rebuilding or replacement values applicable to the **property**
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** eg previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact. If there is any doubt or clarification is required of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not pay for the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid loss or damage.

You should also take all reasonable care to prevent accidents or **injury**. In particular **you** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of **employees**
- comply with all statutory obligations and regulations imposed by any authority.

How to make a claim

If **you** need to make a claim please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department
Ageas Insurance Limited
Ageas House
The Square
Gloucester Business Park
Brockworth
Gloucestershire
GL3 4FA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

Do

- have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the **schedule**.
- report any incidence of theft or attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out. If **you** do not have **your** own contractor, **you** can call **our** Business Emergency Assistance helpline on **0345 122 8935**. This helpline is available 24 hours per day, seven days a week to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.
- notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.

- ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- report any **injury** to an **employee** to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate or provide advice to **you**.

Don't

- dispose of any evidence or damaged items – **we** may wish to see them.
- wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- admit or deny responsibility for any incident involving **injury** to others or **damage** to third party **property**.

Replacement service

We have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair.

If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for payment of any applicable **excess**. **You** will be responsible for the payment of the Value Added Tax (VAT) element if **you** are VAT registered. **You** will be invoiced accordingly.

What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- any available photographs, taken before and after the event, showing the **property** would be useful.

If **you** are not using **our** replacement service **we** will also need:

- at least two estimates for the replacement of lost, damaged or stolen items
- if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

For some types of claim, **we** may require evidence of compliance with policy conditions attaching to the cover provided.

How to make a complaint

Should there ever be an occasion where **you** need to complain, **we** will deal with this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can.

If **we** are unable to do this, **we** will:

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

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

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

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claim documentation.

Alternatively, for claims or any other type of complaint, **you** can also write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/make-a-complaint (please include **your** policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

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

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

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

Alternatively, **you** can write to them at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

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

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

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at www.fscs.org.uk.

Privacy Notice

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your agent** will have their own uses for **your** personal data. Please ask **your agent** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health. **We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance. **We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls. Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our**

business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your policy** in order to respond to any queries or concerns that may be raised at a later date with respect to the **policy** or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

Please note that there are times when **we** will not be able to delete **your** personal information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Definitions

Words which appear in bold within this policy will have the meaning defined below unless otherwise stated

Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

Buildings

The buildings at the risk address shown on the **schedule** and unless otherwise stated, any item for the insurance of buildings includes:

- a outbuildings within the boundaries of the **premises**
 - b aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
 - c plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
 - d solar water heating and solar photovoltaic panels fitted to the buildings
 - e fuel tanks and septic tanks connected to the buildings
 - f ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
 - g walls, gates and fences around the **premises** and belonging to them
 - h permanent swimming pools constructed of brick, stone or concrete, car parks, yards, roads, pavements, paths and children's play areas within the boundaries of the **premises**
 - j permanently fixed lighting, seating and other external structures within the boundaries of the **premises**
 - k landlord's fixtures and fittings which are fixed to and form part of the fabric or structure of the building (including fixed flooring other than fitted carpets)
- all owned by **you** or for which **you** are responsible excluding:
- i glass, blinds and signs
 - ii **landlord's contents**
 - iii **contents of common areas**.

Business

The business as shown on the **schedule** including:

- a the ownership, repair and maintenance of the **premises**
- b the provision of fire and security services at the **premises**
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the occupation of the **premises** for property management purposes
- e the performance of private work undertaken by **employees** for **you**, or with **your** consent, for any **director, partner** or executive officer of **yours**
- f participation in exhibitions, trade shows and conferences as an exhibitor or attendee only.

Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

Communicable Disease

Any infectious or contagious substance or agent:

- a including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not; and
- b transmitted by any method, whether direct or indirect, including but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal; and
- c that 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 tangible or intangible property; and
- d declared an epidemic or public emergency by the government, public authority, local authority or any other governing body responsible for public health.

Consequential Loss

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

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

Contents of Common Areas

Contents owned by **you** or for which **you** are responsible comprising furniture, furnishings, fitted carpets, rugs and other **property** in the common hall, stairways and other common parts (including storage rooms and compartments) of the **buildings** excluding:

- a **landlord's contents** or landlord's fixtures and fittings
- b pictures and other works of art exceeding:
 - i £500 in respect of any one item
 - ii £2,000 in respect of any one loss
- c television, video and audio equipment and computers
- d personal belongings (other than those belonging to **directors, partners** or **employees** for an amount not exceeding £1,000 per person)
- e **property** in the open.

Contract

Any contract or agreement entered into by **you** for the purpose of undertaking alterations or improvements to the **premises**.

Contract Works

The permanent and temporary works carried out or to be carried out under any **contract** including materials for incorporation therein to the extent that **you** are responsible under the **contract** excluding:

- a plant, machinery, equipment or tools
- b site huts or other temporary site buildings and contents therein.

Cost of Alternative Accommodation

The additional cost of alternative comparable residential accommodation.

Damage

Loss, destruction or damage.

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 **system**.

Declared Value

Your assessment of the cost of reinstatement at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) or in the case of a variation to a sum insured, the effective date of the variation together with due allowance for:

- a the additional cost of reinstatement to comply with public authority requirements as provided by Extension 4 Public Authorities to Sub-Section A – Buildings of Section 1 – Property
- b professional fees as provided by Extension 2 Professional Fees of Section 1 – Property
- c removal of debris as provided by Extension 3 Removal of Debris of Section 1 – Property.

Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e Damage by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
 - i aircraft and other flying objects or articles dropped from them
 - ii vehicles, trains or trams
 - iii animals or birds
 - iv falling aerials, masts or satellite dishes
 - v falling trees and branches
- h Storm
- j Flood
- k Escape of water from any water, drainage or heating system
- l Escape of oil from any fixed oil fired heating installation.

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 **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 **systems**.

Director

A director of **you** where **you** are a limited company.

Employee

Any:

- a person under a contract of service or apprenticeship with **you**
- b prospective employee who is being assessed as to their suitability for employment
- c labour master (or labour only subcontractor) or person supplied by them
- d self-employed person used for labour only
- e person hired or borrowed by **you** from another employer including agency workers
- f volunteer or voluntary worker
- g trainee or person undertaking work for **you** under a work experience placement

whilst engaged by **you** in the course of the **business** and under **your** direct control or supervision.

Europe

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

Excess

The first amount of a claim **you** must pay.

Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any **system** whether owned by **you** or not.

Indemnity Period

Unless stated otherwise, the period beginning with the occurrence of the **damage** and ending not later than 12 months thereafter during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

Injury

Bodily injury, death, illness or disease.

Landlord's Contents

Contents owned by **you** or for which **you** are responsible comprising furniture, furnishings, fitted carpets, rugs and other **property** within the furnished accommodation portion of the **buildings** excluding:

- a landlord's fixtures and fittings which are fixed to and form part of the fabric or structure of the **building**
- b **contents of common areas**
- c pictures and other works of art exceeding:
 - i £500 in respect of any one item
 - ii £2,000 in respect of any one loss
- d televisions (other than those within **buildings** occupied solely as a private residence for an amount not exceeding £750 in any one residential unit)
- e video and audio equipment and computers

- f personal belongings (other than those belonging to **directors, partners** or **employees** for an amount not exceeding £1,000 per person)
- g **property** in the open (except as provided by Extension 4 Contents in Gardens to Sub-Section B – Contents of Section 1 – Property).

Landslip

Downward movement of sloping ground.

Legionellosis

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

Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

Phishing

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

Policy

This policy is made up of a number of documents. These documents are the:

- a policy wording
- b **schedule**
- c endorsements
- d notice to policyholders
- e statement of fact.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury, damage** or liability directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating substance**.

Premises

The **buildings** and the land inside the boundaries of the risk address shown on the **schedule**.

Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

Property

Material property which shall not include **data**.

Rent Receivable

The money paid or payable to **you** (including ground rent, service charges and any other income) for accommodation and services provided as landlord at the **premises**.

Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections and sub-sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the **property** that is insured
- h the limits of indemnity, sums insured and **indemnity periods**
- i details of any extensions or endorsements to the cover.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

System

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

Territorial Limits

Unless otherwise stated in the **schedule** or elsewhere in this **policy**, the following Territorial Limits apply:

Terrorism Extension to Section 1 – Property and Section 2 – Loss of Rent

England, Scotland and Wales but not the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 nor Northern Ireland, the Isle of Man or the Channel Islands.

All Other Extensions, Sub-Sections and Sections

England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Terrorism

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

Unoccupied, Unoccupancy

Any:

- a residential flat(s) within a **building**, or
- b other residential **building**

that is empty or not in use by **you** or any of **your** tenants or lessees for more than 90 consecutive days.

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

Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems**, **data** or operations, whether involving self-replication or not including, but 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.

We, Our, Us

Ageas Insurance Limited.

You, Your, Yours

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by you and accepted by **us**.

Your Costs and Expenses

- a costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man (including a court of equal status in any other country within **Europe**) in respect of any occurrence which may be the subject of indemnity under Section 3 – Liability
- c legal costs incurred with **our** consent for defending a charge of corporate manslaughter or any equivalent charge or a breach of health and safety at work or data protection legislation.

General Exclusions

These exclusions apply to the whole policy unless otherwise stated. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

1 Radioactive Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

For Sub-Section A – Employers' Liability of Section 3 – Liability, this exclusion will only apply to:

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

2 War

With the exception of Sub-Section A – Employers' Liability of Section 3 – Liability, this **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3 Northern Ireland

This **policy** does not cover **damage** to any **property** or **data** in Northern Ireland directly or indirectly caused by, contributed to by or arising from:

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

4 Terrorism

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**
- except as provided by:
- i Section 3 – Liability
 - ii Extension 18 Terrorism – Residential Property of Section 1 – Property
- of this **policy**.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered will be upon **you**.

5 Electronic Risks

This **policy** does not cover any **damage, injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:

- a **damage** to or alteration of or the reduction in functionality, availability or operation of any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where this is caused by programming or operating error by any person, acts of malicious persons, **virus**, **hacking**, **phishing**, **denial of service attack** or failure of any external network
 - b loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **data** including any amount pertaining to the value of such **data** whether or not caused by **hacking**
 - c any misinterpretation, use or misuse of **data**
 - d unauthorised transmission of **data** to any third party or transmission of any **virus**
 - e **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in a, b, c or d of this exclusion
- but this shall not exclude accidental **damage** to insured **property** which results from a cover cause, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

6 Pollution or Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination**. This exclusion does not apply to:

- a Sub-Section A – Employers' Liability of Section 3 – Liability
- b Sub-Section B – Public Liability of Section 3 – Liability where **pollution or contamination** consists of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**
- c Section 1 – Property or Section 2 – Loss of Rent where damage to insured **property** is caused by:
 - i pollution or contamination which itself results from Cover Cause 1 or 2
 - ii any one of Cover Causes 1 or 2 which itself results from pollution or contamination.

We will not be liable for costs arising from **pollution or contamination of property** or buildings not insured by this **policy**.

7 Territorial Limits

This **policy** does not cover any **damage, injury** or liability occurring outside the **territorial limits** unless otherwise stated.

8 Asbestos

(Applicable to Section 3 – Liability only)

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual **business**
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

9 Sanctions

We will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

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

10 Government or Public Authorities

We will not pay claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

11 Communicable Disease

This **policy** does not cover any **damage**, cost or expense directly or indirectly caused by, contributed to by or arising from:

- a a **communicable disease**, or
- b the fear or threat (whether actual or perceived) of a above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to:

- i Extension 7 Diseases (Premises), Poisoning, Vermin, Defective Drains, Murder or Suicide of Sub-Section A – Rent of Section 2 – Loss of Rent, or
- ii Section 3 – Liability

but only to the extent of cover expressly stated as being provided thereunder.

General Conditions

These conditions apply to the whole policy unless otherwise stated. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

1 Duty of Fair Presentation

A fair presentation of the risk must be made to **us** by **you** or anyone acting for **you** whenever a mid-term alteration to this **policy** is requested and at inception and prior to each renewal of this **policy**.

- 1 If there is a failure to make a fair presentation and this is deliberate or reckless and **we** would not have incepted or renewed or made an alteration to this **policy** if **we** had known the true situation, **we** can:
 - a avoid this **policy** from inception or the renewal date, or
 - b avoid a mid-term alteration from its effective date and cancel this **policy** by sending 14 days' notice in writing to **your** last known address, and
 - c refuse to pay a claim, and
 - d retain the premium **you** paid to **us**.
- 2 If there is a failure to make a fair presentation but this is not deliberate or reckless, the action **we** take will depend on what **we** would have done had **we** known the true situation which will be as follows:
 - a If **we** would not have incepted or renewed or made an alteration to this **policy**, **we** can:
 - i avoid this **policy** from inception or the renewal date, and
 - ii avoid a mid-term alteration from its effective date and cancel this **policy** by sending 14 days' notice in writing to **your** last known address, and
 - iii refuse to pay a claim, and
 - iv return the premium **you** paid to **us** in respect of the avoided cover.
 - b If **we** would have provided cover but at a higher premium, **we** can reduce the payment for a claim. The amount **we** pay will be calculated by comparing the premium paid as a percentage of the premium which should have been paid. For example, if the premium was £300 but should have been £500, **you** will have paid only 60% of the actual amount due so **we** will only pay 60% of any claim. **We** will also charge an additional premium for the unexpired **period of insurance** (this will be with effect from the date of **our** discovery of the failure to make a fair presentation and this is payable regardless of whether or not a claim has been submitted otherwise cover will not be continued).
 - c If **we** would have provided cover but on different terms, other than premium, **we** can alter the terms to those that should have applied (this will be with effect from

the date of the mid-term alteration or inception or the renewal date, whichever applies).

In respect of item 2b, the maximum **we** will pay will be a percentage of:

- a the amount of the claim, or
- b the applicable sum insured, value, limit or limit of indemnity shown on the **schedule**, subject to any inner limit otherwise shown in the policy wording whichever is lower.

Where this **policy** provides cover for costs and expenses in addition to the sum insured, value, limit or limit of indemnity, **we** will pay the same percentage of such costs and expenses in accordance with item 2b of this condition.

In respect of items 1, 2a and 2b, **we** can also recover from **you** any amount **we** have already paid for claims, including **our** costs and expenses, if such claims would not have been payable or would have been paid at a reduced amount had **we** known the true situation.

2 Subject to Survey

If this **policy** has been issued subject to survey, then continuance of cover shall be subject to:

- a **you** allowing **us** to undertake a survey at each of **your** **premises** (where required) by a date agreed in writing by **us**. **We** may appoint a surveyor to do the survey for **us**
- b **you** complying with **our** acceptance criteria
- c the completion of any risk improvements required within the timeframe advised by **us**.

The cost of completing any risk improvement requirements will be met by **you**.

If **you** do not allow **us** to complete the survey by the agreed date **we** may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

For the period between inception date and the completion date of the survey **we** agree to cover **you** in accordance with the terms, conditions and exclusions of this **policy**.

In the event the survey does not reflect the details supplied to **us** by **you** or on **your** behalf, or any of the risk improvement requirements are not completed by the agreed date **we** give **you** in writing following the survey, **we** have the right to amend the premium, terms, conditions and exclusions of this **policy**, or to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

3 Reasonable Precautions

You must take all reasonable care:

- a for the safety of the insured **property**
- b to prevent accidents or **injury**
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

4 Fraud

If **you**, or anyone acting for **you**:

- a makes any claim that is deliberately exaggerated, or
- b uses, or attempts to use, fraudulent means to obtain benefits under this **policy**, or
- c deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which **you** or they know or ought to know would result in **us** paying a claim that **we** were entitled to refuse or paying a greater sum in respect of a claim, or
- d deliberately withholds information or evidence from **us** which **you** or they know or ought to know would entitle **us** to refuse to pay a claim or pay a lesser sum under this **policy**

then:

- i **we** will not be liable to pay the claim,
- ii **we** may cancel this **policy** from the date of such act,
- iii all benefit under this **policy** will be forfeited,
- iv **we** may recover all sums paid by **us** under this **policy**, and
- v **we** may inform the police and fraud prevention agencies of the circumstances.

5 Your Cancellation Rights

During the first period of insurance, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the policy wording and **schedule**, or
- b the inception date of this **policy**

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

You may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

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

6 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

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

You will be entitled to the return of a proportionate part of the premium paid in respect of the **unexpired period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

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

7 Renewal

We are not bound to offer renewal of this **policy**.

8 Law Applicable to this Policy

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

9 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

10 Contracts (Rights of Third Parties Act) 1999

Except as provided by General Condition 11 Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man by any person, persons or corporate body who is not a party to this **policy**.

11 Personal Representatives

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

- a **injury**
- b **damage to property**

provided that:

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

Condition Precedent to Liability

(Applicable to Section 1 – Property and Section 2 – Loss of Rent only)

1 Notice of Unoccupancy or Occupancy

It is a condition precedent to **our** liability to pay claims under Section 1 – Property and Section 2 – Loss of Rent that **you** must advise **us** as soon as **you** become aware of any **unoccupancy** or occupancy following a period of **unoccupancy**.

Following notification of **unoccupancy** or occupancy, **we** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

2 Unoccupancy Precautions

It is a condition precedent to **our** liability to pay claims under Section 1 – Property and Section 2 – Loss of Rent that precautions a–f must be complied with during any period of **unoccupancy**.

- a An internal and external inspection must be made by a responsible adult at least every 14 days. Following such inspection, any defects found must be rectified, remedied or repaired promptly. All combustible waste materials must be removed from the **building** and not be allowed to accumulate therein or in any adjoining yards or spaces owned by **you**. A record of such inspections, including details of any action taken, must be retained by **you** and made available to **us** on request.
- b All letter boxes must be sealed shut or fitted with an internal metal cage.
- c All accessible doors, windows and skylights must be closed and secured using all protective locking devices.
- d Any intruder alarm system must be put into effective operation and all other available security must be made operative.
- e All gas and electrical services except electrical circuits required to maintain any fire, CCTV or intruder alarm system must be turned off at the mains.
- f During the period 1st October to 31st March (both dates inclusive) all water systems must either be isolated and completely drained or, if there is a central heating system, a minimum temperature of 10 degrees Celsius must be maintained.

For any **unoccupied** residential flat(s) within an otherwise occupied **building**, precautions a–f shall apply solely to such flat(s) and not the **building** as a whole unless otherwise agreed by **us**.

Claims Conditions

These conditions apply to the whole policy unless otherwise stated. Additional or alternative conditions may apply to individual sections. Please refer to the section wordings for details.

1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to third party **property** unless **we** agree otherwise in writing.
- b **You** must:
 - i on discovery of any **damage** by theft or attempted theft or by malicious persons give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
 - ii notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
 - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to third party **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
 - iv take immediate action to minimise loss, prevent further **damage** or **injury** and avoid interruption of or interference with the **business**
 - v keep all damaged **property** until **we** give permission to dispose of it
 - vi provide at **your** expense all information and assistance as **we** may reasonably require
 - vii provide, if **we** require, a statutory declaration of the truth of the claim.

2 Claims Procedure – Our Rights

We shall:

- a be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any insured **property**
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

4 Contribution

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

5 Arbitration

(Not applicable to Section 3 – Liability)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

6 Discharge of Liability

(Applicable to Section 3 – Liability)

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

- a the amount of the limit of indemnity
- b any lower amount for which such claim or claims can be settled

less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

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 **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

7 Automatic Reinstatement

(Applicable to Section 1 – Property and Section 2 – Loss of Rent)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured and limits will be reinstated to their full amount provided that:

- a **you** pay the appropriate additional premium from the date of the loss or **damage** to the expiry of the **period of insurance** if **we** request an additional premium
- b the total of the amounts reinstated during any one **period of insurance** will not exceed the sums insured and limits shown on the **schedule** or elsewhere in the policy wording.

Cover Causes

Wherever they are referred to in this policy, the cover causes applicable are as follows:

Cover Cause 1

- a Fire but not **damage** caused by:
 - i spontaneous heating or fermentation of the insured **property**
 - ii fire as a consequence of the insured **property** undergoing any process involving the application of heat.
- b Lightning.
- c Earthquake or subterranean fire.
- d Explosion, but not explosion of any non domestic steam pressure equipment under **your** control.
- e Impact by aircraft or other flying objects or articles dropped from them.

Cover Cause 2

- a Riot, civil commotion, labour or political disturbances.
- b Malicious persons but not **damage**:
 - i caused by theft or attempted theft
 - ii arising during a period of **unoccupancy**
 - iii caused by **your** tenants or lessees (except as otherwise provided by Extensions 15 Malicious Damage by a Tenant or Lessee and 24 Illegal Cultivation of Drugs of Section 1 – Property).
- c Explosion of boilers and economisers or other equipment used for non domestic purposes and which is built to operate under internal pressure due to steam only. Cover Cause 2c Explosion of boilers and economisers and other equipment is only effective for Sub-Section A – Rent of Section 2 – Loss of Rent.
- d Impact by:
 - i vehicles, trains or trams
 - ii animals or birds
 - iii falling aerials, masts or satellite dishes
 - iv falling trees and branches including the cost of removing fallen trees or branches, but only where there has been **damage to property** insured by this **policy**.
- e Escape of oil from any fixed oil fired heating installation but not **damage** arising during a period of **unoccupancy**.
- f Storm but not **damage**:
 - i due to changes in the water table level
 - ii by frost, **subsidence, settlement, ground heave or landslip**
 - iii to fences, gates and moveable **property** in the open or to open sided buildings or any **property** therein
 - iv caused by flood.
- g Flood but not **damage**:
 - i due to changes in the water table level
 - ii by frost, **subsidence, settlement, ground heave or landslip**

- iii to fences, gates and moveable **property** in the open or to open sided buildings or any **property** therein
- iv due to the escape of water from any water tank, apparatus or pipes.
- h Escape of water from any water, drainage or heating system but not **damage** arising during a period of **unoccupancy**.

Cover Cause 3

Accidental **damage** but not **damage**:

- a by Cover Causes 1, 2, 4 or 5 or any of their detailed exclusions whether insured or not
- b to a building or structure caused by its own collapse or cracking
- c resulting from, or caused by, any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair
- d caused by:
 - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
 - iii change in temperature, colour, flavour, texture or finish
 - iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
 - a the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - b **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
 - vi acts of fraud or dishonesty including any collusion by **you** or **directors, partners or employees**
 - vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - viii or consisting of distortion, erasure or corruption of computer records or computer media.

Cover Cause 4 – Theft or attempted theft

Theft or attempted theft but not theft or attempted theft:

- a that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**
- b of **property** from any garden (except as provided by Extension 4 Contents in Residential Gardens to Sub-Section B – Contents of Section 1 – Property) or from any yard or open space unless specified as an insured item on the **schedule**
- c arising during a period of **unoccupancy**
- d by any **employee** or any person lawfully on the **premises** (other than a tenant or a lessee)
- e **damage to buildings** except as provided by Extension 5 Theft of Building to Sub-Section A – Buildings and Extension 2 Theft Damage to Buildings to Sub-Section B – Contents of Section 1 – Property.

Cover Cause 5 – Subsidence, ground heave or landslide

Damage caused by:

- a **subsidence** or **ground heave** of the site on which the **property** described on the **schedule** stands
 - b **landslip**
- but not **damage**:
- i to aerials, satellite dishes, security cameras, lights, air conditioning or climate control plant, solar panels, fuel and septic tanks, ducting, pipes, cables, wires, control equipment, walls, gates, fences, outdoor swimming pools, car parks, roads, pavements, paths and children's play areas unless the structure of the building which they are ancillary to is damaged at the same time by the same cause
 - ii to solid floor slabs or **damage** from solid floor slabs moving, unless the foundations underneath the outside walls of the building they form part of are damaged at the same time and by the same cause
 - iii caused by or consisting of:
 - a **settlement** (including the normal **settlement** or bedding down of new structures)
 - b compaction or movement of infill or made up ground
 - c coastal or river erosion
 - d defective design or faulty workmanship or the use of defective materials or inadequate foundations
 - iv which originated before this cover cause was effective
 - v resulting from:
 - a demolition, construction, structural alteration or repair of any **property** at the **premises**
 - b groundwork or excavation at the same **premises**
 - vi for which compensation is provided under or by contract or legislation
 - vii resulting from loss of market value after repairs.

Section 1 – Property Section

Sub-Section A – Buildings

The cover described below is only operative if shown on the **schedule**

Cover

Buildings

We will pay for accidental **damage** occurring during the **period of insurance** to **buildings** by any of the cover causes shown on the **schedule** against **buildings**.

Extensions to Sub-Section A – Buildings

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Contracting Purchaser

Where **you** contract to sell **your** interest in a **building** insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the **buildings** are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

2 Mortgagee, Freeholder or Lessor

The interest of any mortgagee, freeholder or lessor in any **buildings** insured by this **policy** will not be prejudiced by any act, omission, alteration or neglect of or by the mortgagor or occupier of the **buildings** which is unknown to or beyond the control of the mortgagee, freeholder or lessor whereby the risk of **damage** is increased provided that the mortgagee, freeholder or lessor gives **us** notice immediately on becoming aware of such act, omission, alteration or neglect and pays any additional premium required.

3 Underground Services

We will pay for accidental **damage** occurring during the **period of insurance** to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the **buildings** by any of the cover causes shown on the **schedule** against **buildings** but only to the extent to which **you** are responsible for repair.

4 Public Authorities

The sum insured in respect of Sub-Section A – Buildings includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw in:

- a reinstating the damaged parts of the **buildings**
- b upgrading any undamaged parts of the **buildings**

as a result of accidental **damage** to the **buildings** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against **buildings**.

We will not pay for:

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

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

5 Theft of Building

If Cover Cause 4 is operative in respect of a **building**, **we** will pay for accidental **damage** occurring during the **period of insurance** to that **building** as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the **building**. For the purposes of this extension, exclusion a of Cover Cause 4 will not apply.

Our liability under this extension will not exceed £25,000 in any **period of insurance**.

6 Contract Works

For the purposes of this extension only, the cover provided in respect of **buildings** is extended to include **contract works**. **We** will pay for accidental **damage** by Cover Causes 1, 2, 3 and 4 to the **contract works** occurring during the **period of insurance**.

We will pay the value of the **contract works** at the time of the **damage** or, at our option, **we** will:

- a reinstate
- b replace, or
- c repair

the **contract works** to a condition substantially the same but not better or more extensive than their condition at the time of the **damage**.

We will not pay for **damage**:

- i to **contract works** more specifically insured
- ii to any **property** which, prior to the commencement of any **contract** forms or has formed part of any structure at the contract site
- iii where the **contract** value exceeds £100,000 unless, prior to such works commencing, **our** agreement has been provided in writing to **you**.

Our liability under this extension will not exceed £100,000 in respect of any one **contract** and in any one **period of insurance**.

7 Contractors' Interest

If **you** are required under the terms or conditions of any **contract** to cover **buildings** in the joint names of **you** and any contractor or subcontractor named in such **contract**, **we** agree to note such interest provided that **you** tell **us** the details of any one **contract** valued at £100,000 or more prior to the commencement of any work and pay any additional premium required.

8 Further Investigation Expenses

Following accidental **damage** to **buildings**, occurring during the **period of insurance**, by any of the cover causes shown on the **schedule** against **buildings** where a competent construction professional believes there may be more **damage** to other parts of the **building** which is not immediately apparent, **we** will pay for costs incurred by **you**, with **our** prior consent, to have this investigated further. **We** will only pay for such costs if **damage** has occurred for which **we** are liable.

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

Sub-Section B – Contents

The cover described below is only operative if shown on the **schedule**

Cover

Contents of Common Areas and Landlord's Contents

We will pay for accidental **damage** occurring during the **period of insurance** to **contents of common areas** and **landlord's contents** at the **premises** by any of the cover causes shown on the **schedule** against **contents of common areas** and **landlord's contents**.

Extensions to Sub-Section B – Contents

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Theft of Keys

If Cover Cause 4 is operative, **we** will pay for the cost of replacing locks and keys to the **buildings**, intruder alarm systems, safes, strongrooms or tills following theft or attempted theft of keys occurring during the **period of insurance** provided that the keys are stolen from the **buildings** or **your** private residence or the private residence of any **director**, **partner** or authorised **employee**.

For the purposes of this extension, 'keys' includes keycards or other electronic access devices as well as devices to deactivate the intruder alarm system (other than mobile phones) unless otherwise stated.

Our liability under this extension will not exceed £2,500 in any one **period of insurance**.

2 Theft Damage to Buildings

If Cover Cause 4 is operative, **we** will pay for accidental **damage** occurring during the **period of insurance** to the **buildings** which **you** are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means or threatened assault or violence or use of force against **you** or any person lawfully on the **premises**.

3 Temporary Removal

We will pay for accidental **damage** occurring during the **period of insurance** to **contents of common areas** and **landlord's contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes by any of the cover causes shown on the **schedule** against **contents of common areas** and **landlord's contents**. The cover provided includes transit within the **territorial limits** and travel between the specified territories.

We will not be liable for:

- a theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against any person lawfully in the building
- b theft or attempted theft from a building that has been empty or not in use for more than 30 consecutive days.

Our liability under this extension in any one **period of insurance** will not exceed:

- i 25% of the sum insured for **contents of common areas** and **landlord's contents** shown on the **schedule**, or
- ii £100,000

whichever is lower (subject to any inner limit otherwise shown).

4 Contents in Residential Gardens

We will pay for accidental **damage** occurring during the **period of insurance** to **landlords' contents** by Cover Causes 1, 2, 3 or 4 whilst in the open within the garden of a house or flat used solely for residential purposes provided that **we** will not be liable for **damage**:

- a to plants, trees or any growing thing
- b caused while the **buildings** the garden pertains to are **unoccupied**.

Our liability under this extension will not exceed £500 in respect of any one loss.

Sub-Section C – Glass, Blinds and Signs

The cover described below is only operative if shown on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to:

- a any glass fitted to the exterior of the **buildings**
- b fixed glass (including interior showcases and mirrors) inside the **buildings**
- c external signs, notice boards and name plates
- d sanitaryware, if the cost of replacement has to be paid by **you**
- e external blinds up to an amount not exceeding £2,500 in respect of any one loss
- f framework following breakage of fixed glass
- g coloured, engraved, etched, figured, grisaille, leaded, lettered, painted, stained, toughened and wired glass
- h alarm foil for which **you** are responsible at the **premises** by Cover Causes 1, 2, 3 or 4.

We will also pay for the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating intruder alarm systems at the **premises** damaged as a result of glass breakage covered under this sub-section.

For the purposes of this sub-section, 'glass' will also mean any glass substitute material and any plain, non-glass glazing materials to protect the fixed glass described above.

Exclusions to Sub-Section C – Glass, Blinds and Signs

We will not pay for:

- a **damage** arising:
 - i from repairs or alterations to the **premises**
 - ii during a period of **unoccupancy**
- b **damage** which occurred prior to the commencement of cover under this sub-section
- c **damage** to electrical signs by:
 - i rust or other gradually operating cause
 - ii mechanical or electrical breakdown
- d **damage** to tubes within electrical signs unless the surrounding glass is fractured at the same time
- e **damage** arising from repair, removal or erection of glass, blinds, signs, notice boards, name plates or sanitaryware
- f scratching or chipping of sanitaryware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

Extensions to Section 1 – Property

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Non Invalidation

The insurance under this section will not be invalidated by any act, omission, alteration or neglect unknown to **you** or beyond **your** control whereby the risk of **damage** is increased provided that **you** give **us** notice immediately on becoming aware of such act, omission, alteration or neglect. **We** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

2 Professional Fees

The sums insured in respect of Sub-Section A – Buildings and Sub-Section B – Contents includes an amount in respect of architects', surveyors', legal and consulting engineers' fees incurred solely in connection with the repair or reinstatement of insured **property**.

We will not pay for claim preparation costs.

3 Removal of Debris

The sums insured in respect of Sub-Section A – Buildings and Sub-Section B – Contents includes an amount in respect of the costs incurred by **you** for the:

- a removal of debris of insured **property**
- b dismantling, demolishing, or shoring or propping of the **buildings**

as a result of accidental **damage** occurring during the **period of insurance** within the **territorial limits** to such **property** or **buildings** by any of the cover causes shown on the **schedule** against such item.

We will not pay for the costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site.

4 Parent and Subsidiary Companies

In the event of a claim arising under this section **we** agree to waive any rights, remedies or relief to which **we** become entitled by subrogation against any company standing in the relation of parent or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** yourself are a subsidiary in each case as defined in current legislation.

5 Damage by Emergency Services

We will pay for costs and expenses incurred by **you**, with **our** prior consent, in repairing, reinstating or making good, **damage** occurring during the **period of insurance** to **property** and grounds at the **premises** caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the **buildings** where there is believed to be a threat to their lives or combating or reducing **damage** to **property**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

6 Capital Additions

Where **buildings**, **contents of common areas** and **landlord's contents** are shown on the **schedule**, **we** will pay for accidental **damage** occurring during the **period of insurance** to:

- a alterations and additions to, but not appreciation in value of, the **buildings**, **contents of common areas** and **landlord's contents** insured by this **policy**
- b any newly acquired **buildings**
- c any newly acquired **contents of common areas** and **landlord's contents**

within the **territorial limits** by any of the cover causes shown on the **schedule** against such items so far as they are not otherwise insured provided that:

- i **you** tell **us** of the alteration, addition or acquisition within 30 days of it occurring
- ii **you** request a change to this **policy** to cover the alteration, addition or acquisition or arrange specific insurance
- iii **you** pay **us** an additional premium.

We will then tell **you** of any changes to the terms, conditions and exclusions of this **policy**.

Our liability under this extension at any one location will not exceed:

- a in respect of **buildings**, 10% of the total sum insured for **buildings** or £250,000 whichever is lower
- b in respect of **contents of common areas** and **landlord's contents**, 10% of the total sum insured shown on the schedule for **contents of common areas** and **landlord's contents** or £5,000 whichever is lower.

For the purposes of this extension only, the definition of **buildings**, **contents of common areas** and **landlord's contents** includes any newly acquired **property** pending notification to **us** within the 30 day limit.

7 Trace and Access

We will pay for the costs incurred by **you**, with **our** prior written consent, in:

- a locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **premises**
- b removing any walls, floors or ceilings for access and repairing or replacing them after repair of such pipe or apparatus has been completed.

We will not pay the cost of repairs to the actual pipes or apparatus.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

8 Clearing of Drains

We will pay for costs incurred by **you** in cleaning, clearing or repairing drains, gutters or sewers at the **premises**, for which **you** are responsible, as a consequence of accidental **damage** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against **buildings** or **landlord's contents**.

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

9 Workmen

You can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- a structural alteration
- b demolition or partial demolition
- c compromising of the security protections to the **premises** that **you** have told **us** about and which **we** require as a condition of **your** insurance
- d the closure of the **buildings** or the occupant being required to vacate them

you must provide **us** with full details, and obtain **our** agreement, before work is commenced and **we** may advise **you** of restrictions to be imposed or the additional terms **we** require in order for cover to continue.

10 Loss of Oil and LPG

We will pay for the cost incurred by **you** in replacing oil or LPG accidentally lost from a fixed heating installation as a result of accidental **damage** occurring during the **period of insurance** to the fixed heating installation at the **premises** by any of the cover causes shown on the **schedule** against **buildings** or **landlord's contents**.

We will not be liable for any loss of oil or LPG:

- a not discovered within 180 days
- b arising during a period of **unoccupancy**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

11 Unauthorised Use of Electricity, Gas or Water

We will pay for electricity, gas or water charges **you** are responsible for arising from unauthorised use by persons taking possession or keeping possession or occupying the **premises** without **your** authority during the **period of insurance** provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered. Our liability under this extension will not exceed £10,000 in any one **period of insurance**.

12 Metered Water and Gas Charges

We will pay for metered water or gas charges **you** are responsible for following accidental **damage** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against **buildings** or **landlord's contents** to the gas or water apparatus after the point of the service feed to the **premises**.

We will not pay for charges where **damage**:

- a is not discovered within 180 days
- b arises during a period of **unoccupancy**.

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

13 Fire Extinguishment and Resetting Expenses

We will pay for the cost of:

- a replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage**
 - b replacing used sprinkler heads
 - c re-setting fire and intruder alarm systems and closed circuit television systems
- at the **premises**.

We will not be liable for costs other than as a direct result of accidental **damage** insured by this section.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

14 Index Linking

The sums insured in respect of **buildings** and **landlord's contents** will be adjusted at monthly intervals in accordance with the index drawn up or used by **us** and **we** waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this **policy**, the premium will be adjusted to take account of the effect of indexation in the preceding **period of insurance**.

15 Malicious Damage by a Tenant or Lessee

Under item b of Cover Cause 2, **we** will pay for accidental **damage** occurring during the **period of insurance** to insured **property** at the **premises** caused by the malicious acts of **your** tenants and lessees.

We will not pay for any amount:

- a that is recoverable from **your** tenants or lessees
- b for which an indemnity is provided under Extension 24 Illegal Cultivation of Drugs for the same **damage**.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £10,000 in any one **period of insurance**.

16 Reletting Costs

We will pay for any costs incurred by **you** in reletting the **buildings** following insured **damage**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

17 Terrorism – Residential Property

We will pay for **damage** to any **building** or **property** therein and subsequent loss of **rent receivable** or **cost of alternative accommodation** within the **territorial limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a the **buildings** are used exclusively as a private residence
- b the **property** is insured under this **policy**, in the name of an individual or individuals, (other than sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) unless any such individual occupies any part of the property for their own residential purposes)
- c in respect of **damage** to insured **property** and subsequent loss of **rent receivable** or **cost of alternative accommodation**, our liability in total for any one loss occurrence will not exceed the applicable sums insured or limits shown on the **schedule** or as otherwise specified in the policy wording.

We will not pay for any loss or **damage** whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:

- i chemical, biological or radiological irritants, contagions, contaminants, pollutants or germs including the threat of release or explosion of such
- ii the use or threat of use or explosion of any nuclear device or radioactive substance.

For the purpose of this extension, a loss occurrence means all individual losses arising during a continuous period of 12 hours.

18 Other Interested Parties

The interest of other parties in any **property** insured by this section and which forms the subject of a lease, loan or mortgage agreement or a written contract of hire between **you** and the interested party is noted in the insurance

provided that, in the event of a claim, the nature and extent of such interest is disclosed to **us**.

19 Sprinkler Upgrade Costs

We will pay for the costs incurred by **you**, with **our** prior consent, following accidental **damage** to insured **property** by any of the cover causes shown on the **schedule**, occurring during the **period of insurance**, to upgrade an automatic sprinkler system within the **buildings** in order to comply with current Loss Prevention Council (LPC) rules provided that:

- a at the time of the **damage** the system conformed to the LPC rules applicable at the date of its installation
- b the sprinkler installation has a complete service record up to the date of the **damage**.

20 Fly Tipping

We will pay for the costs incurred by **you**, with **our** prior consent, in removing property illegally deposited during the **period of insurance** within the boundaries of the **premises** including the cost of cleaning of the **premises** after such removal.

Our liability under this extension will not exceed £25,000 in respect of any one loss and £100,000 in any one **period of insurance**.

We will not pay for any fly tipping occurring during a period of **unoccupancy**.

21 Unauthorised Occupation

If, during the **period of insurance**, unauthorised persons take possession, keep possession or occupy the **premises**, **we** will pay for the costs incurred by **you**, with **our** prior consent, in terminating such unauthorised use.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £25,000 in any one **period of insurance**.

22 Tree Felling or Lopping

We will pay for costs incurred by **you**, with **our** prior consent, for felling or lopping of trees at the **premises** during the **period of insurance** where they pose an immediate threat to the safety of persons or the **buildings**.

Our liability under this extension will not exceed £500 in respect of any one loss and £2,500 in any one **period of insurance**.

The **excess** in respect of this extension is £50 and not as otherwise shown on the **schedule**.

23 Removal of Nests

We will pay for costs incurred by **you**, with **our** prior consent, in removing wasps' or bees' nests from the **premises** during the **period of insurance**.

Our liability under this extension will not exceed £1,000 in respect of any one loss.

The **excess** in respect of this extension is £50 and not as otherwise shown on the **schedule**.

24 Illegal Cultivation of Drugs

Under item b of Cover Cause 2, **we** will pay for accidental **damage** occurring during the **period of insurance** to insured **property** within or forming part of any **building** used exclusively for residential purposes as a consequence of the use of such **building** by **your** tenant or lessee for the manufacture, cultivation, harvesting or processing of any drug, classed as a controlled substance under the Misuse of Drugs Act 1971, without **your** or any **director's** or **partner's** knowledge or consent.

We will also pay for costs incurred by **you**, with **our** prior consent, in respect of any clean-up and remedial works necessary as a consequence of the use of the **building** for such purpose whether or not the insured **property** has been damaged.

We will not pay for any amount:

- a that is recoverable from **your** tenants or lessees
- b for which an indemnity is provided under Extension 15 Malicious Damage by a Tenant or Lessee for the same **damage**.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £10,000 in any one **period of insurance**.

Condition Precedent to Liability to Extension 24 Illegal Cultivation of Drugs

It is a condition precedent to **our** liability to pay claims under this extension that **you** must:

- a obtain and record formal identification of any tenant or lessee
- b obtain and retain a written employers' or local authority reference for any new tenant or lessee
- c carry out an internal inspection of all parts of the **building** at least annually.

In the event of a claim, **you** may be required by **us** to produce documentary evidence that **you** complied with this condition.

Exclusions to Section 1 – Property

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Excluded Damage

We will not pay for **damage** which is not identifiable with a specific event.

3 Vehicles and Craft

We will not pay for **damage** to vehicles licensed for road use (including their contents or accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

4 Excluded Losses

We will not pay for **damage** due to any wear and tear, delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

5 Excluded Property

We will not pay for **damage** to:

- a **buildings** or structures in the course of construction or erection at the **premises** and materials or supplies in connection therewith unless otherwise shown
- b land (other than item h of the **buildings** definition if **buildings** are insured by Sub-Section A – Buildings or as provided by Extension 5 Damage by Emergency Services), piers, jetties, bridges, culverts or excavations
- c animals, birds, fish or any living thing
- d growing crops, plants or trees
- e precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones (except where cover is operative under personal belongings)
- f money, stamps, certificates, cheques, securities or documents.

6 Other Insurances

We will not pay for **damage** to **property** more specifically insured except where such **property** is, at the time of

damage insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies.

We will however only pay the excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

Basis of Settlement – Section 1 – Property

We will pay **you** the value of insured **property** at the time of the **damage** or, at **our** option, reinstate, replace or repair such **property** or any part of such **property** in accordance with the following bases of settlement. **We** will not be bound to reinstate exactly, but only as circumstances permit. **We** will not pay for claim preparation costs.

For **property**, the maximum amount **we** will pay for **damage** is the sum insured or limit shown on the **schedule** in respect of such **property** (subject to any inner limit otherwise specified in the policy wording) and adjusted in accordance with Extension 14 Index Linking Section 1 – Property.

A Day One

For **buildings**, the basis of settlement of any claim shall be the full cost of replacement as new which shall be calculated in accordance with B Reinstatement provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **property** insured on this basis.

B Reinstatement

Unless stated otherwise, the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- i if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, **we** will settle the claim in accordance with Basis of Settlement C Indemnity
- ii when any **property** insured by this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- iii no payment beyond indemnity shall be made until the cost of replacement has been incurred.

C Indemnity

Where an Indemnity basis of settlement applies, the amount **we** will pay following insured **damage** is the cost of:

- a rebuilding, or
- b repair of the damaged portion of the **building** to a condition equal to but not better or more extensive than its condition immediately prior to the **damage** (less a reduction for wear and tear).

If **you** decide not to rebuild or repair the **building** (and **we** do not exercise **our** option to rebuild or repair), the amount **we** will pay is the diminution in its market value immediately following the **damage** but not exceeding the amount that would have been payable if the **building** had been rebuilt or repaired.

If the **building** was awaiting demolition at the time of the **damage**, the amount **we** will pay is the cost of:

- i dismantling or demolishing of the **buildings**
- ii removal of debris.

We will not pay for costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site.

For any other **property**, the amount **we** will pay following insured **damage** is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

Section 2 – Loss of Rent

Sub-Section A – Rent

The covers described below are only operative if shown on the **schedule**

Cover

Rent Receivable

We will pay for loss of **rent receivable** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to insured **property** at the **premises** by any of the cover causes shown on the **schedule** against **rent receivable**.

Extensions to Sub-Section A – Income/Costs

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Documents

We will pay for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to computer records, business books, manuscripts, plans and designs or other documents belonging to **you** or held in trust by **you** by any of the cover causes shown on the **schedule** against **rent receivable** whilst:

- a temporarily at **premises** not in **your** occupation, or
- b whilst in transit within the **territorial limits** and travelling between the specified territories.

2 Denial of Access

We will pay for loss of **rent receivable** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** within a radius of 1km of the **premises** or **your** managing agents' premises by any of the cover causes shown on the **schedule** against **rent receivable** which prevents or physically hinders the use of or access to the **premises** or **your** managing agents' premises, whether or not there has been **damage** to **property** at the **premises** or **your** managing agents' premises.

The Property Insurance exclusion of Section 2 – Loss of Rent does not apply to this extension.

3 Public Utilities

We will pay for loss of **rent receivable** as a direct result of accidental failure occurring during the **period of insurance** of:

- a wireless or wired telecommunications services
- b the public supply of water, electricity or gas at the terminal ends of the supply company's feed at the **premises**.

We will not be liable for:

- i the deliberate act of the supplier to restrict or withhold the supply

- ii atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- iii a fault in any part of the installation **you** are responsible for at the **premises**
- iv drought
- v any interruption of or interference with the **business**
- vi as a direct result of a failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance exclusion of Section 2 – Loss of Rent does not apply to this extension.

4 Managing Agents

We will pay for loss of **rent receivable** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** at the premises of **your** managing agents by any of the cover causes shown on the **schedule** against **rent receivable**.

We will not pay for any loss as a result of **damage** at any premises not within the **territorial limits**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

The Property Insurance exclusion of Section 2 – Loss of Rent does not apply to this extension.

5 Automatic Increase in Sum Insured

The sum insured by this sub-section is increased by an amount not exceeding 100% to allow for increases arising out of rent reviews occurring within the **indemnity period**.

This extension shall not apply in respect of increases already agreed at the inception of the **period of insurance** in which the loss occurs.

7 Diseases (Premises), Poisoning, Vermin, Defective Drains, Murder or Suicide

We will pay for loss of **rent receivable** resulting from interruption of or interference with the **business** as a direct result of:

- a any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises**:
 - b Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
- c any occurrence of food or drink poisoning attributable to food or drink supplied from the **premises**

- d the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- e any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- f any occurrence of murder or suicide at the **premises** during the **period of insurance**.

We will not pay for any costs incurred in the cleaning, repair, replacement, recall or checking of **property, data** or the **premises**.

For the purposes of this extension, indemnity period means the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning:

- i in the case of a, b and e above, with the date of the occurrence or discovery (whichever occurs first), or
- ii in the case of c and d above, with the date from which local authority restrictions are applied to the **premises** and ending not later than three months thereafter.

Our liability under this extension will not exceed £100,000 in any one **period of insurance**.

The Property Insurance exclusion of Section 2 – Loss of Rent does not apply to this extension.

8 Buildings Awaiting Sale

If, at the time of **damage** insured by this **policy**, **you** have contracted to sell **your** interest in any **building** at the **premises** and the sale is cancelled or delayed solely in consequence of the **damage**, the amount payable by **us** under this sub-section may, at **your** option, be as follows:

- 1 during the period prior to the date upon which but for the **damage** the **building** would have been sold, the reduction in the **rent receivable** solely in consequence of the **damage**
- 2 during the period commencing with the date upon which but for the **damage** the **building** would have been sold and ending with the actual date of sale or when the **building** has been restored to its pre-damaged condition or with the expiry of the **indemnity period** whichever is earlier during which the results of the **business** are affected in consequence of the **damage**
 - a 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 the deduction of any capital borrowed as provided for under item a i above) less any **rent receivable**.
 - b the additional expenditure being:
 - i additional expenses incurred in consequence of the **damage** solely to avoid or minimise the loss payable under 1 and 2 above but not exceeding the amount of loss avoided by such expenditure
 - ii additional legal fees or other costs incurred solely as a result of the cancellation or delay of the sale in consequence of the **damage** but not exceeding an amount equivalent to the expenditure incurred immediately prior to the **damage**.

Provided that the amount payable under this extension will not exceed the **rent receivable** that would have been earned had the **building** been leased or rented.

Sub-Section B – Alternative Accommodation

The cover described below is only operative if shown on the **schedule**

Cover

If any **building** or portion of any **building** which is occupied as a private residence is rendered uninhabitable or inaccessible as a direct result of accidental **damage** occurring during the **period of insurance** to such **building** by any of the cover causes shown against this sub-section on the **schedule**, **we** will pay for the:

- a **cost of alternative accommodation** for **you** or **your** tenants or lessees
- b cost of temporary storage of **your** or **your** tenants' or lessees' furniture
- c cost of temporary accommodation for **your** or **your** tenants' or lessees' domestic pets where such pets normally reside with **you** or them but are not permitted in the alternative accommodation provided under item a above

incurred by **you** during the **indemnity period**.

We will not pay for costs arising:

- i once the **buildings** become habitable or accessible again
- ii after the **indemnity period** shown on the **schedule** has expired.

Extensions to Sub-Section B – Alternative Accommodation

(Subject to the terms, conditions and exclusions of these sub-sections, this section and this **policy**)

1 Denial of Access

We will pay for the **cost of alternative accommodation** incurred by **you** as a direct result of accidental **damage** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against this sub-section to **property** within a radius of 1km of the **premises** which prevents or physically hinders the use of or access to the **premises**.

The Property Insurance exclusion of Section 2 – Loss of Rent does not apply to this extension.

2 Public Utilities

We will pay for the **cost of alternative accommodation** incurred by **you** as a direct result of accidental failure occurring during the **period of insurance** of:

- a wireless or wired telecommunications services
- b the public supply of water, electricity or gas at the terminal ends of the supply company's feed at the **premises**.

We will not be liable for:

- i the deliberate act of the supplier to restrict or withhold the supply
- ii atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- iii a fault in any part of the installation **you** are responsible for at the **premises**
- iv drought
- v any interruption of or interference with the **business** as a direct result of a failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance exclusion of Section 2 – Loss of Rent does not apply to this extension.

Extensions to Section 2 – Loss of Rent

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Accountants' and Auditors' Charges

We will pay for charges payable by **you** to **your** accountants or auditors for producing particulars, details, proofs, information or evidence that **we** may require.

Exclusion to Section 2 – Loss of Rent

Property Insurance

Unless otherwise stated, **we** will not pay for any loss unless at the time of the **damage** to **property** resulting in interruption of or interference with the **business** there is in force an insurance policy covering **your** interest in the **property** for the **damage** and:

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

Basis of Settlement – Section 2 – Loss of Rent

1 Rent Receivable

We will calculate the loss of rent receivable as follows:

- a the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the amount that should have been received, and
- b the additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period** but not exceeding the reduction of **rent receivable** avoided less any sum saved during the **indemnity period** in respect of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**.

2 Maximum Amount Payable

The maximum amount **we** will pay under this section will not exceed, in respect of:

- a loss of **rent receivable** – up to 20% of the **buildings** sum insured shown on the **schedule**
- b alternative accommodation – up to 50% of the maximum amount payable in respect of loss of **rent receivable** in any one **period of insurance** (subject to any inner limit otherwise specified in the policy wording).

3 Value Added Tax (VAT)

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

Section 3 – Liability

Sub-Section A – Employers' Liability

The cover described below is only operative if shown on the **schedule**

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** sustained by any **employee** caused during the **period of insurance** arising out of and in the course of their engagement by **you** for the purposes of the **business** and occurring within the **territorial limits**.

We will also pay **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants' costs and expenses** and **your costs and expenses** will not exceed:

- a in respect of **terrorism**, £5,000,000
- b in respect of all other claims, the employers' liability limit of indemnity shown on the **schedule** for this sub-section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered or is covered only up to the limit of indemnity, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section A – Employers' Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter– Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a the defence of criminal proceedings brought against **you**
- b an appeal against a conviction in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent legislation in the Channel Islands or the Isle of Man, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i for the payment of fines or penalties
- ii for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iii for costs and expenses in connection with remedial orders or publicity orders
- iv for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section B – Public Liability
- vii for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- viii if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director**, **partner** or **employee** in respect of **your costs and expenses** incurred in:

- a the defence of a prosecution
- b an appeal against a conviction for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
 - i was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
 - ii relates to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a for the payment of fines or penalties

- b for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- c for costs and expenses in connection with remedial orders
- d for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- g if an indemnity is provided by any other insurance.

3 Unsatisfied Court Judgments

If a judgment for damages or costs is obtained by an **employee** or their personal representatives for an **injury** sustained by the **employee** within the **territorial limits**, **we** will, at **your** request, pay to the **employee** or their personal representatives the amount of such compensation to the extent that it remains unsatisfied provided that:

- a the **injury** is caused during the **period of insurance**
- b the **injury** arises out of their engagement by **you** in the course of the **business**
- c the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- d the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e the judgment was against a company, partnership or individual other than **you**, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f the judgment is not the subject of an outstanding appeal
- g if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

4 Injury to a Working Partner or Proprietor

For the purposes of this sub-section only, **we** will regard as an **employee** any working **partner** or proprietor of the **business** who sustains an accidental **injury** provided that such **injury** is:

- a sustained by the working **partner** or proprietor whilst working in connection with the **business** during the **period of insurance** and within the **territorial limits**
- b caused by the negligence of another working **partner** or another **employee**.

5 Temporary Work Overseas

We will cover **you** in respect of legal liability incurred by **you** for accidental **injury** to **directors** or **employees** normally resident within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man arising from work or visits undertaken by them in the course of the **business** elsewhere in the world provided that:

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

unless otherwise agreed by **us**.

Exclusion to Sub-Section A – Employers' Liability

Use of Vehicles

We will not pay for liability for **injury** for which **you** are required to arrange insurance or security in accordance with road traffic legislation.

Condition to Sub-Section A – Employers' Liability

Right of Recovery

The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** within the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Sub-Section B – Public Liability

The cover described below is only operative if shown on the **schedule**

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
- b **damage to property**
- c obstruction, trespass, nuisance or interference with any right of way, light, air or water occurring during the **period of insurance** and arising in the course of the **business** and within the **territorial limits**.

We will pay **your costs and expenses** in addition.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of **terrorism**, £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower
- b in respect of all other claims, the public liability limit of indemnity shown on the **schedule** for this sub-section.

Where liability arises out of or in connection with **terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any **damage, injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary will be upon **you**.

All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Our total liability for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will

not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section B – Public Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter– Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a the defence of criminal proceedings brought against **you**
- b an appeal against a conviction in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent legislation in the Channel Islands or the Isle of Man, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i for the payment of fines or penalties
- ii for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iii for costs and expenses in connection with remedial orders or publicity orders
- iv for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section A – Employers' Liability
- vii for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- viii if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner or employee** in respect of **your costs and expenses** incurred in:

- a the defence of a prosecution
- b an appeal against a conviction for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
 - i was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
 - ii does not relate to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a for the payment of fines or penalties
- b for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- c for costs and expenses in connection with remedial orders
- d for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- g if an indemnity is provided by any other insurance.

3 Data Protection

Following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business**, **we** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Article 83 of the General Data Protection Regulation or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man provided that **you** are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands or are in the process of registration and such registration has not been refused or withdrawn.

We will not be liable:

- i for any deliberate act or omission by **you** or any **director, partner or employee** from which **you** or they could have reasonably expected liability or costs to attach
- ii for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iii for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- iv for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- v for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vi for the payment of fines or penalties
- vii if an indemnity is provided by any other insurance.

4 Defective Premises Act 1972

We will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury**
 - b **damage to property**
- arising solely by reason of:
- i Section 3 of the Defective Premises Act 1972, or
 - ii Section 5 of the Defective Premises (Northern Ireland) Order 1975

in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** will not be liable:

- a for the cost of remedying any defect or alleged defect in the premises
- b if an indemnity is provided by any other insurance.

5 Leased, Hired or Rented Premises

We will cover **you** in respect of legal liability incurred by **you** as a tenant of premises **you** lease, rent or hire for the purpose of the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

- a accidental **damage** to buildings including any landlord's fixtures and fittings
- b reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description

We will not pay for claims where liability attaches to **you** solely due to the terms of the tenancy or any other agreement.

6 Motor Contingent Liability

We will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury**
 - b **damage to property**
- arising out of the use of any motor vehicle in the course of the **business** provided that **we** will not be liable:
- i for any vehicle owned or provided by **you** or any **principal** for whom **you** are working or any subcontractor acting for **you** or on **your** behalf
 - ii for **damage** to such vehicle or to goods conveyed in or on it
 - iii for any vehicle being driven by any person **you** or **your** representative know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - iv if an indemnity is provided by any other insurance or security
 - v for liability arising outside **Europe**
- to provide cover in respect of any party other than **you**.

7 Wrongful Arrest

We will pay **your costs and expenses, claimants' costs and expenses** and for damages awarded against **you** or any **director, partner or employee** as a result of charges of wrongful arrest or malicious prosecution being brought against **you** or any **director, partner or employee** provided that:

- a the wrongful arrest or malicious prosecution occurred or is alleged to have occurred during the **period of insurance** and in the course of the **business**
- b the person subjected to such wrongful arrest or malicious prosecution is not a **director, partner or employee**.

8 Temporary Work Overseas

We will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury**
 - b **damage to property**
- arising from work or visits undertaken by **you** or any **director, partner or employee** in the course of the **business** in territories other than the **territorial limits** provided that:

- i **you** and any **director, partner or employee** are normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
 - ii the duration of such work or visits do not exceed six months during the **period of insurance**
 - iii such work or visits consist solely of clerical, sales promotion or administrative work or participation in exhibitions, trade shows or conferences as an exhibitor or attendee only
- unless otherwise agreed by **us**.

9 Movement of Obstructing Vehicles

We will cover **you** in respect of legal liability arising from **you** or an authorised **employee** acting on **your** behalf moving any obstructing motor vehicle that is not owned or hired by or lent to **you** or them to allow access to the **premises** or the movement of another vehicle provided that:

- a vehicle movements are made only by use of the owner's ignition key
- b the person moving the vehicle is competent to do so
- c **we** will not be liable for:
 - i **damage** to the moved vehicle or goods carried in or on it
 - ii the movement of a vehicle in circumstances where compulsory insurance or security is required by law.

10 Overseas Personal Liability

We will cover any **you** or any **director, partner or employee** or any member of their family accompanying **you** or them in respect of legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
 - b **damage to property**
- occurring during the **period of insurance** during visits of less than six months duration in the course of the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:
- i the conduct and control of all claims is vested in **us**
 - ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

We will not pay for:

- a liability arising from or in connection with:
 - i any business, profession or trade
 - ii the ownership or occupation of land or buildings
 - iii the ownership, possession or use of:
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non-mechanically propelled craft less than nine metres in length used on inland waters)
 - animals (other than pet domestic animals)
- iv **property** held in trust
- v **injury** to any **director, partner or employee** or member of their family accompanying them
- b liability more specifically insured
- c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

11 Legionellosis

General Exclusion 6 Pollution or Contamination will not apply in respect of **legionellosis** provided that:

- a **we** will not be liable for **legionellosis** occurring prior to the commencement of cover under this section
- b **we** will not be liable unless:

- i claims are first made in writing to **you**, a **director** or **partner** during the **period of insurance**, or
- ii the first notification of **injury** or alleging **injury** or of any incidents which may give rise to a claim made to **you**, a **director** or **partner** is notified to **us** during the **period of insurance** or within 30 days of expiry of the same **period of insurance**
- c **we** will not be liable for any **legionellosis** occurring in the United States of America or any territory within its jurisdiction or Canada
- d all **legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e the maximum amount **we** will pay including damages, **claimants' costs and expenses** and **your costs and expenses** for **pollution and contamination** arising from or in connection with **legionellosis** during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**
- f where more than one party is entitled to indemnity under this extension, **our** total combined liability to all parties will not exceed the public liability limit of indemnity shown on the **schedule** in any one **period of insurance**.

Exclusions to Sub-Section B – Public Liability

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Products Supplied

We will not pay for liability arising from or in connection with any **products supplied** other than food or drink supplied to **your** non-paying guests.

3 Employees

We will not pay for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

4 Vehicles and Craft

We will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if **you** are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages.

5 Property in Your Possession

We will not pay for **damage** to:

- a **property** belonging to **you**
 - b **property** held in trust or in the custody or control of **you** or any **director**, **partner** or **employee**
- but this exclusion will not apply to:
- i any personal **property** (including motor vehicles) of any **director**, **partner**, **employee** or visitor of **yours**
 - ii leased, hired or rented premises as provided by Extension 5 Leased, Hired or Rented Premises of this sub-section.

6 Property Worked On

We will not pay for liability in respect of **damage** to **property** worked on where the **damage** is as a direct result of the work undertaken.

7 Contractual Liability

We will not pay for liability assumed under the terms of a contract or agreement unless liability would also have attached in the absence of such contract or agreement and such liability is otherwise covered by this **policy**.

Where liability has been assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement, **we** will only pay if **we** have complete control of any proceedings and the settlement of any claim and provided that **we** will not pay for liability arising from or in connection with:

- a **products supplied**
- b liability that is not otherwise covered by this **policy**
- c **damage to property** forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith
- d **damage to property** for which **you** are required to effect insurance under the terms of a contract or agreement (except as otherwise provided by Extension 5 Leased, Hired or Rented Premises).

8 Advice

We will not pay for liability arising:

- a out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- b from a failure to give advice or any lack of professional skill.

9 Jurisdiction

We will not pay for any claim made in the courts of a country outside **Europe**.

10 Defective Work

We will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

Conditions Precedent to Liability – Sub-Section B – Public Liability

1 Legionellosis Precautions

Where **you** own or are responsible for any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths at the **premises**, it is a condition precedent to **our** liability to pay claims in respect of **legionellosis** arising from or in connection with such system or equipment that **you** must:

- a undertake risk assessments to identify the presence of legionella bacteria at intervals not exceeding 12 months
- b take appropriate measures to prevent and control the growth and multiplication of legionella bacteria
- c retain documentary evidence of all risk assessments and measures undertaken
- d produce such documentary evidence if requested by **us**.

Extensions to Section 3 – Liability

(Subject to the terms, conditions and exclusions of the sub-sections, this section and this **policy**)

1 Indemnity to Principal

We will, at **your** request, treat any **principal** as though they were **you** in respect of legal liability arising out of the performance of work by **you** for the **principal** provided that:

- a **you** would have been liable if the claim had been made against **you**
- b the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c the conduct and control of all claims is vested in **us**
- d **our** liability shall be limited to only what is required by the contract between **you** and the **principal**.

2 Indemnity to Directors, Partners and Employees

We will at **your** request treat **directors**, **partners** or **employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

3 Cross Liabilities

Where more than one party is named on the **schedule** as the Insured, this section shall apply separately to each party named in the same way as if a separate section had been issued to each of them.

4 Court Attendance

We will pay **you** the amounts shown below for each day such persons are required by **us** to attend court in connection with a claim for which **you** are entitled to indemnity under this section:

- a **you** or any **director** or **partner** £500
- b any **employee** £250.

Exclusions to Section 3 – Liability

1 Offshore

We will not pay for liability arising from or in connection with:

- a any work in or on any offshore installation or support vessel
- b travel to, from or between any offshore installation or support vessel
- c work undertaken from an offshore installation or support vessel.

2 Excluded Compensation

(Not applicable to Sub-Section A – Employers' Liability unless otherwise shown)

We will not pay for:

- a liquidated damages, fines or penalties
- b exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**).

Condition to Section 3 – Liability

Other Insurance

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Please contact your agent if you require large print, audio, or Braille versions of your policy documents.

To make a claim, call 0345 122 3283
Please save this number to your mobile phone

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