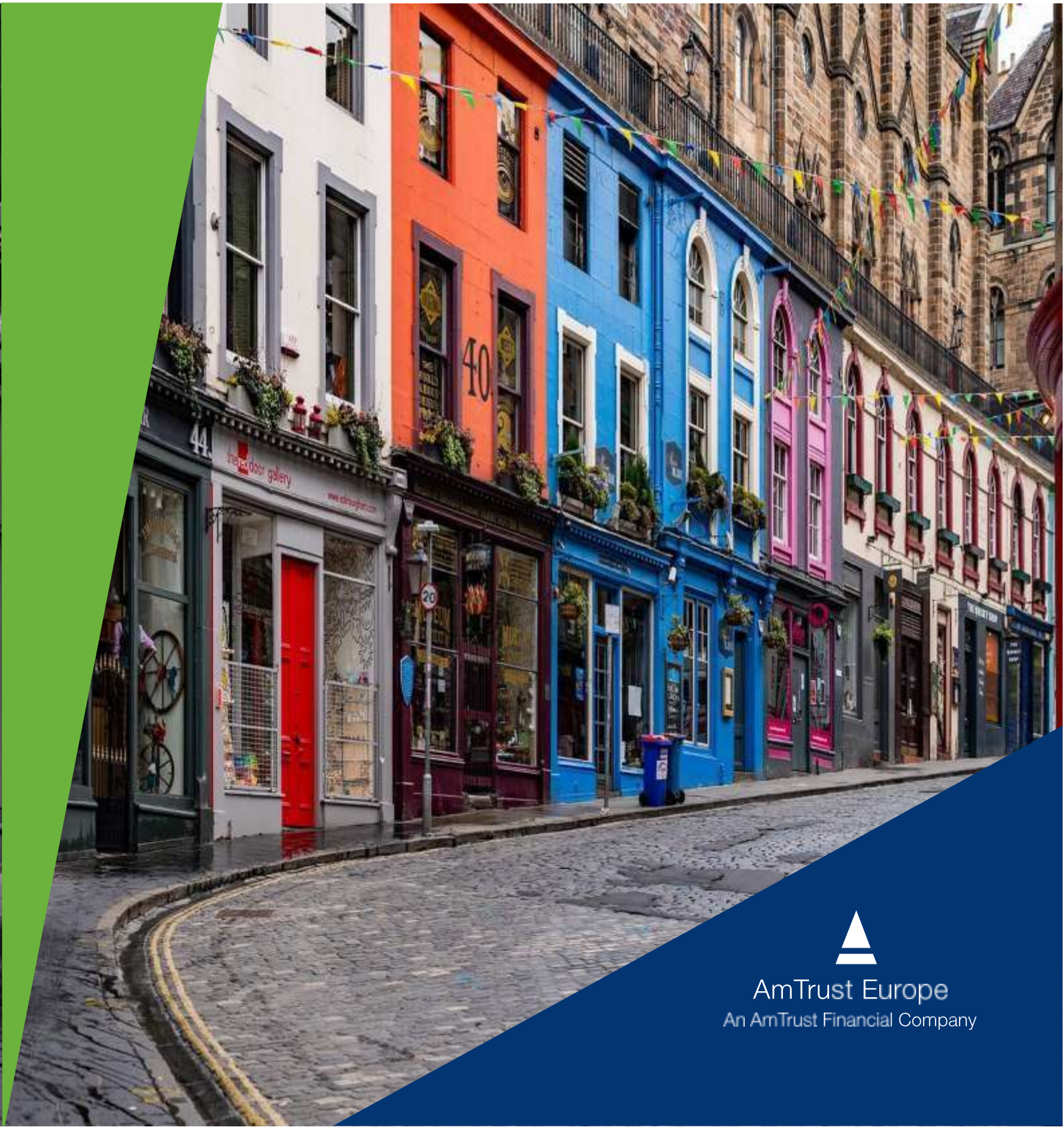
# Property Owners



**Dear Policyholder**

Thank you for choosing this Property Owners Insurance policy. This policy booklet provides all the details you need to know about your insurance policy.

This insurance does not cover your property against everything that can happen so please read your policy booklet carefully, together with your schedule, to make sure you understand what it covers and the limits that apply.

Should you need to make a claim on this policy, please refer to the How to make a claim section on page 12 of this policy booklet.

If you have any difficulty reading this document in this format, please contact your broker who arranged this insurance for you.

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# Introduction

This insurance is designed to provide cover for **Your** business assets and **Indemnity** in respect of certain liability exposures.

The parties have entered into this contract in good faith and understand their respective obligations.

There are General Obligations contained in this **Policy** specific to certain Sections (additional obligations / conditions may also be imposed by endorsement) that are important to **Us** and which **We** rely upon **You** to complywith.

If **Your Property** is partially **Unoccupied** additional obligations apply that are set out on page 19.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation/ condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which itoccurred.

The **Policy** defines what is covered under separate Sections 1-3. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

General Exclusions apply to the **Policy**, **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions set out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The General Definitions provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they have a definition.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify which Sections of this **Policy** are operative including the **Sums Insured** and/or **Limits of Indemnity**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Your Broker** to request any variation to the cover or terms.

**We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

# Contract of Insurance

This **Policy** is a contract of insurance between **You** and **Us**. In return for the premium **You** have paid or agreed to pay shown in the **Schedule We** agree to insure **You** in accordance with the terms, conditions and exclusions contained in or endorsed on this **Policy**, against **Damage** occurring, and Loss of **Rent** resulting from, or legal liability (provided that the Section being claimed against is operative) **You** incur for accidents, happening during the **Period of Insurance**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy**, **Schedule** and any endorsements;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

Please read all of these documents and the statement of fact carefully to make sure there are no inaccuracies and **You** know exactly what **Your** insurance covers. **You** should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and should the situation arise the reporting conditions that apply in the event of a circumstance(s) that may give rise to a claim under this **Policy**.

**Important Information**

If **You** are a private individual the following applies to **You**:

**Giving us all the important information**

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your Policy**. If the information provided by **You** is not complete and accurate the level of cover may be reduced and:

• **We** may cancel **Your Policy** and refuse to pay any claim; or

• **We** may not pay any claim in full.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

**Your Duty of Disclosure**

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this **Policy** starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

a) disclose all material facts of which **You** know or ought to know.

b) make the disclosure in a reasonably clear and accessible way.

c) make sure that every material representation of fact is substantially correct and made in good faith.

**What is a Material Fact?**

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

(a) If **You** are an individual (such as a sole trader or individual partner) what is known to **You** and anybody who is responsible for arranging this insurance, or

(b) if **You** are not an individual (such as a limited company or partnership):

- what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, for example, subsidiaries, affiliates, the **Broker** or any other person who will be covered under this insurance.
- If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

(c) Whether **You** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **You**.

**Breach of duty**

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this **Policy**, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the **Policy** on any terms, **We** may avoid this **Policy** and refuse all claims, but **We** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but on different terms (other than premium terms), **We** may require that this **Policy** includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.
  For example: if, due to a breach of fair presentation, **We** charged a premium of £300 but **We** should have charged £600, then for any claim submitted and agreed at a settlement value of £1,000, **You** will only be paid £500.

# Important Information

## Choice of Law and Jurisdiction

This **Policy** shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## Authorisation and Regulation

Sections 1-3

This insurance is underwritten by AmTrust Specialty Limited (referred to as '**We',**' **Our**', '**Us**' in this document) whose registered office is at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA United Kingdom (registered number 01229676). Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189.

Section 4

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.
ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.
ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.
These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You** under this insurance. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

## Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

## Rights of Third Parties

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

## Sanction Limitation and Exclusion Clause

**We** will not provide cover and will not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

## Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

## How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as possible. If **You** need to change theinformation **You** have given **Us** because a mistake has been made or if that information changes at any time, please contact **Your Broker** as soon as possible on becoming aware of that mistake or change.

**REMEMBER** – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

# General Definitions

Definitions are set out below unless otherwise shown in a particular Section. Any word or phrase, other than titles and paragraph headings, which has a definition printed throughout this **Policy**, **Schedule** or any endorsement relating to this **Policy** in bold type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

## Aircraft

Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

## Annual Rent Receivable

The **Rent Receivable** during the twelve months immediately before the date of the **Incident**.

## Bodily Injury (applicable to Section 3 only)

**Death**, injury, illness or nervous shock.

## Broker

The insurance broker **You** purchased this **Policy** from.

## Building

The building(s) situated at the address(es) specified in the **Schedule** which include:

a) landlord's fixtures and fittings;
b) tenants' improvements for which the landlord is responsible under the terms of the lease or other agreement under which the **Property** is let;
c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
d) walls, gates and fences;
e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility;
f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials;
g) landscaping, excluding external ponds and lakes;

all belonging to **You** or for which **You** are legally responsible.

## Building Works

Any works that include removal or alteration of load bearing walls, construction of new **Buildings** and extensions, underpinning, demolition of the whole or any part of any **Building**, re-roofing and installation of cavity wall insulation at the **Premises**.

## Business

**Your** ownership of the **Premises** including **Your** maintenance and security of the **Premises**.

## Computer System

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, for example, 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 owned or operated by **You** or any other party.

## Contract Works

The temporary or permanent works executed or in the course of execution by **You** or on **Your** behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection with.

## Costs and Expenses

a) Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
b) All costs and expenses, directly relating to the resolution of any claim against **You**, incurred by **You**, with **Our** prior written consent in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.

## Cyber Act

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

## Cyber Incident

The words Cyber Incident shall mean:

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

## Cyber Loss

Any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, for example, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

## Damage / Damaged

Accidental physical loss, damage or destruction.

## Data

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

## Data Processing Media

Any **Property insured** by this **Policy** on which **Data** can be stored but not the **Data** itself.

## Declared Value

means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with reinstatement valuations provided under the Basis of Settlement clause under Conditions to Section 1 at the level of cost applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with allowance for, where applicable:
A. the additional cost of reinstatement to comply with public authority requirements;
B. Professional Fees;
C. Debris Removal.

## Death

Death occurring within 12 months of injury which is the sole and direct cause.

## Defined Peril

The words Defined Peril shall mean:

a) fire, but excluding any **Damage** to the **Property Insured** caused by:
   i. explosion resulting from fire;
   ii. earthquake or subterranean fire;
   iii. its own spontaneous fermentation or heating;
   iv. its undergoing any heating process or any process involving the application of heat;
b) lightning;
c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under **Your** control;
d) **Aircraft** or other aerial devices or articles dropped from them
e) smoke
f) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
   i. arising from confiscation, requisition or destruction by order of the government or any publicauthority;
   ii. arising from cessation of work;
g) theft or attempted theft;
h) earthquake;
i) storm excluding:
   i. **Damage** by flood whether resulting from storm or otherwise;
   ii. **Damage** attributable solely to a change in the water table level;
   iii. **Damage** to walls not forming part of the main structure, fences, gates or moveable property in the open
j) flood excluding:
   i. **Damage** attributable solely to a change in the water table level;

**Damage** to walls not forming part of the main structure, fences, gates or moveable property in the open

k) overflowing, discharge or leaking of any sprinkler apparatus;
l) escape of water from any tank, apparatus orpipe excluding;
   i. that is caused by the failure, wear and tear or lack of grouting or sealant
m) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerials.
n) Subsidence, ground heave or landslip excluding:
   i. the **Excess** as shown on **Your Schedule**
   ii. **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the main building
   iii. **Damage** caused by or consisting of;
      a) the normal settlement or bedding down of new structures
      b) the settlement or movement of made up ground
      c) coastal or river erosion
      d) defective design or workmanship or the use of defective materials
      e) an insured peril not otherwise excluded
   iv. **Damage** which originated prior to the inception of this cover;
   v. **Damage** resulting from
      a) demolition, construction, structural alteration or repair of any **Property** or
      b) groundwork or excavation at the **Premises**

## Employee

Any person who in connection with the **Business** is:

a) employed under a contract of service or apprenticeship with **You**;
b) a labour master or person supplied by them;
c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
d) self-employed and working for **You** and under **Your** control;
e) hired to or borrowed by **You**;
f) supplied to **You** for the purpose of study work or training experience;
g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**;or
i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

## Excess

The first part of any claim which **You** must pay, after the application of any condition of average (where applicable). The applicable excess is stated in the **Schedule** if not stated in this **Policy**.

## Glass

All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and showcases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises**.

## Incident

a) **Damage** to **Property** used by **You** at the **Premises** for the purpose of the **Business**; or
b) Any of the contingencies in respect of which cover is provided by the Extensions, if operative, to Section 2, (any operative extensions will be shown in the **Schedule**).

## Indemnity / Indemnify (Section 3 only)

The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss,subject to the **Limits of Indemnity** as specified in the **Schedule**.

## Indemnity Period

The period beginning with the occurrence of the **Incident** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence thereof.

## Index Linking

Whenever a **Sum Insured** is declared to be subject to index linking it is adjusted annually at renewal in line with the suitable indices of costs.

## Insured Event

The event that lead to a claim **You** have made under a section of the **Policy** for which **We** have agreed to provide cover.

## Landlords Contents

Furniture, fitted carpets, domestic appliances and fixtures belonging to **You** as owner or for which **You** are responsible whilst contained in the **Buildings** by this section excluding:

a) Any item falling under the definition of **Building(s)**;
b) Personal possessions;
c) **Stock** and materials in trade;
d) **Building** materials;
e) **Property** more specifically insured,

unless otherwise specifically agreed in writing by **Us**.

## Maximum Indemnity Period

The period as stated in the **Schedule**.

## Offshore

From the time of embarkation by an **Employee** onto a vessel or **Aircraft** (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or **Aircraft** (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel.

## Period of Insurance

The period shown on **Your Schedule** for which **Your Policy** covers **You** provided **You** pay the premium on time.

## Policy

All terms, provisions, exclusions, conditions and **Limits of Indemnity** set out in this document; and

a) the **Schedule**, notices and other documents attaching; and
b) allendorsements incorporatedandissued forincorporation in this document which must be read together and constitute the contract of insurance.

## Pollution

a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, for example,
   i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
   ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
b) all loss, **Damage** or injury directly or indirectly caused by pollution or contamination as stated in a) above.

## Premises

The Address(es) specified in the **Schedule**.

## Principal

The other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where that party is responsible for setting out the terms of the contractor agreement.

## Products

Any products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.

## Professional Services

Works carried out in the scope of **Your** profession which arises out of a vocation, calling, occupation, or employment involving specialised knowledge, labour or skill. Including, for example, the following:

a) Preparation, approval, provision of or failure to prepare, approve, or provide any opinion, report, design, drawing, specification, recommendation, warning, manual or inspection;
b) Installation, supervision, inspection, quality control, engineering or surveying activity or service, job site safety, or a selection of a contractor or subcontractor; or
c) Monitoring, testing, or sampling service necessary to perform any of the services included in a) or b) above.

## Property
Property which is both material and tangible.

## Property Insured
Except where expressly provided otherwise, the **Buildings** and **Landlords Contents** at the **Premises**, all as defined in these General Definitions, if and to the extent they are included as insured in the **Schedule**.

## Renovation(s)
Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, W.C., bath and shower, carpeting, internal joinery, plastering, rewiring, installation / repair of central heating and external window replacement but excluding:

i) **Building Works**, and
ii) renovation forming part of a **Building Works** contract or project.

## Rent
Periodic payments made by or to **You** for the lease of the **Buildings** specified in the **Schedule**.

## Rent Receivable
The money paid or payable to **You** for accommodation and services provided in the course of the **Business** at the **Premises**.

## Schedule
The Schedule is part of this contract of insurance and contains **Your** details and the **Period of Insurance** and the **Sums Insured** / **Limits of Indemnity**.

## Standard Rent Receivable
The **Rent Receivable** during the period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

## Sum Insured / Limit of Indemnity
The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items.

## Territorial Limits
The United Kingdom, the Channel Islands and the Isle of Man.

## Terrorism
Act of terrorism means an act, including, for example, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed forpolitical, religious, ideological orsimilarpurposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Unoccupied
When the **Premises** are unoccupied or any part, closed for trade, untenanted, and/or not resided at for a period in excess of 30 consecutive days.
.

## We/Us/Our/Insurer
The insurer, AmTrust Specialty Limited.

## You/Your
a) The firm, company, entity or individual named in the **Schedule**.
b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted in writing by **Us**.
c) At **Your** request:
   i) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against that person had been made against **You**.
   ii) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
   iii) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent.
   iv) any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
d) **Your** personal representatives (in the event of **Your Death** in respect of liability incurred by **You.**

Provided that if **Indemnity** is extended to any party described in paragraphs c) i) to c) iv) above that party complies with the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the **Limit of Indemnity**

# Cancellation Procedure

## How to cancel this insurance

To cancel this insurance please give **Us** notice via **Your Broker** as shown in **Your Schedule**.

## Cancellation by Us

**We** have the right to cancel **Your Policy** at any time by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You**. Valid reasons include:

a) where **You** are required, in accordance with the terms of **Your Policy**, to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your Policy**, or
b) where there are changes to **Your** circumstances which mean **You** no longer meet **Our** criteria for providing insurance cover, or
c) where **You** have used threatening or abusive behaviour or language or **You** have intimidated or bullied **Our** staff or suppliers, or
d) If **You** fail to pay the premium when it is due

If **We** cancel **Your Policy We** will return the premium paid less the amount for the period the **Policy** has been in force.

## Cancellation by You

**You** may cancel **Your Policy** at any time by contacting **Your** insurance **Broker** as shown on **Your Schedule**.

- If **You** cancel **Your Policy** before it is due to start, **We** will return any premium paid in full.
- If **You** cancel within14 days of **Your Policy** starting or within 14 days of **You** receiving **Your** documents whichever is the later (this period is referred to as the cooling off period) and should the **Policy** not meet **Your** needs, **We** will return any premium paid in full provided that **You** have not made, and do not intend to make, a claim.
- If **You** cancel at any other time during the **Period of Insurance**. **We** will return any premium paid as shown in **Your Schedule** less a pro-rata amount for the period **Your Policy** has been in force, unless

a) a claim has occurred in the current **Period of Insurance,** no premium will be returned to **You**
b) **Your Policy** is issued on a short-term basis, of less than one calendar year, no premium will be returned to **You**

# Claims Procedure and Conditions

**We** aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.
**Your** claim will be managed by a dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

## How to make a claim

The claims process is a key aspect of the service **You** can notify a claim and access any assistance **You** need as follows.
To make a claim under Sections 1 to 3 of the **Policy** please contact us with **Your Policy** number and crime reference number (if relevant).

**AmTrust Specialty Limited**
New Castle House,
Castle Boulevard,
Nottingham,
NG7 1FT

Claims Email – claims@amtrusteu.com

Telephone Number: 0115 934 9818

## Your duties – Applicable to All Sections

Claims Conditions 1 to 3 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse cover under this **Policy**:

**You** must:
1. notify **Us** as soon as possible but, in any event, within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance **We** may reasonably require in a timely manner.

## Sections 1 and 2

**You** must, within 30 days of notification of a claim or such further time as **We** may in writing allow, provide **Us** with awritten claim providing, at **Your** own expense, all details, proof and information regarding the cause and amount of **Damage** as **We** require including details of any other insurances on any **Property Insured** by this **Policy** and (if requested) a statutory declaration of the truth of the claim and of any related matters.

If any **Property Insured** under Section 1 is to be reinstated or replaced by **Us**, **You** must at **Your** own expense, provide any documents, books and information that **We** may require.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such request.

**You** must inform the Police immediately and CPA Chartered Loss Adjustors within 14 days if **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances. If **You** do not comply with this condition **We** shall be entitled to refuse to provide cover under this **Policy**.

## Section 2 – Additional Requirement

**You** must, within 14 days after the expiry of the **Indemnity Period** or within such further time as **We** may in writing allow, at **Your** own expense, provide **Us** with a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** resulting in loss of **Rent**.

**You** must, at **Your** own expense, also provide **Us** with any books of account and other **Business** books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence that **We** require for the purpose of investigating or verifying **Your** claim together with (if requested) a statutory declaration of the truth of the claim and of any relatedmatter.

## Section 3

1. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as possible but no later than fourteen (14) days after receipt.
2. **You** must not make any admission, offer, promise or payment without **Our** written consent.
3. **You** accept and acknowledge that **We** are entitled to take over and conduct in **Your** name the defence orsettlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise.
4. **You** accept and acknowledge that **We** have full discretion in the conduct of any proceedings and in the settlement of any claim.

## Claims – Our Rights

In respect of Injury, **Damage** or loss of **Rent** for which a claim is made, **We** and any person authorised by **Us** may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter **Premises** where such Injury, **Damage** or loss of **Rent** has occurred, and take possession of or require to be delivered to **Us** any **Property**, and to deal with such **Property** for all reasonable purpose and in any reasonable manner.

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

## Arbitration

If any differences arise as to the amount to be paid under **Your Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by ARIAS (UK). Where any difference is to be referred to arbitration under this Condition the making of an Award will be a **Condition Precedent** of any right of action against **Us**.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in “Choice of Law and Jurisdiction” on page 5.

## Excesses

If **We** accept a claim under more than one Section of **Your Policy** as a result of the occurrence of a single event then only one **Excess** will apply in respect of that claim and this shall be the highest.

## Fraud

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- not pay **Your** claim; and
- recover (from **You**) any payments **We** have already made in respect of that claim; and
- terminate **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any **Incident** which happens after that time and may not return any of the insurance premium(s) already paid.

## Other insurances

**We** will not pay any claim which **You** are able to recover from another source or which is more specifically insured under any other insurance policy unless the cover provided by that policy has been exhausted.

## Subrogation

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

**We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for **Indemnity** or damages or otherwise.

**We** will not pay for any claim unless the terms of these Conditions have been complied with.

# Complaints Procedure

**Complaints Procedure**

If your complaint is about your policy or how it was sold to you or if you have a query or complaint regarding the way the policy was sold, or the administration of your policy, you should refer to your broker who sold the policy to you.

If your complaint is about your claim

At AmTrust Specialty Limited, we are committed to providing a high level of service at all times but, if you believe that we have not delivered the service you expected, we want to hear from you so we can try to put things right. If you wish to make a complaint about a claim under your policy please contact:

AmTrust Specialty Limited Complaints
AmTrust Specialty Limited
New Castle House,
Castle Boulevard,
Nottingham,
NG7 1FT

Telephone: 0115 934 9852 (lines are open 9am – 5pm Mon-Fri,
calls are charged at standard rate)

Email: asl.complaints@amtrustgroup.com

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and provide our response within four weeks. If it will take us longer than four weeks, we will explain the current position and let you know when you can expect our response.

**Referring your Complaint to the Financial Ombudsman Service**

In the event that you are unhappy with our response to your complaint, or you have not received our response within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but you must do so within 6 months of receiving our final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when we have not been able to resolve matters to your satisfaction and the service they provide is free and impartial.

Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and
landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers).

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

This complaints procedure does not affect any legal rights.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on

the internet at: www.fscs.org.uk or be contacted on 0207 741 4100

# Privacy Notice

## Data Protection

**We** will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** (AmTrust Specialty Limited) are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit **Our** website at www.amtrusteurope.com

**What we do with your personal information**
**We** might need to use the information **We** have about **You** for different reasons.
For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell us if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask us to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.
If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **Our** website (www.amtrusteurope.com).

ARAG plc Privacy Policy can be found at https://www.arag.co.uk/data-legal/privacy-notice/

# General Obligations

## Alteration in Risk

a) **You** must immediately notify **Us** of any alteration or circumstance to the risks insured under this **Policy** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

b) **You** must immediately notify **Us** of the removal, alteration or addition of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured** otherwise **We** may refuse to pay **Your** claim(s) or provide **Indemnity** under this **Policy**.

c) **You** must immediately notify **Us** if:
   i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued; or
   ii) **Your** interest ceases except by will or operation of law

d) **You** must immediately notify **Us** of any changes including;
   i) the address of the **Premises**
   ii) any change or addition to the **Buildings** or **Landlord Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown in **Your Schedule**
   iii) if any work is being carried out at the **Premises**, other than routine maintenance, decoration
   iv) if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
   v) of any change in the type oftenant at the **Premises**; or
   vi) if an eviction notice has been issued to evict tenant(s) at the **Premises**; or
   vii) the **Buildings** or part thereof become **Unoccupied**,

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) described in i) – iv) above and at **Our** option **We** have agreed to vary the **Policy**.

## Burning of Waste

**You** must ensure that no burning of waste is carried out on the **Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and **Indemnity** under Section 3 will not operate.

## Electrical – Portable Appliance Testing

**You** must ensure the safety of electrical appliances owned by
**You** or under **Your** control by:

a) periodically testing appliances, to be carried out by competent personnel (in-house or outsourced);
b) having all tested appliances labelled, whether passed or failed and having all testing recorded and kept for at least 5 years;
c) removing any equipment from the **Premises** that has failed testing unless it has been repaired by a qualified technician

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 3 will not operate.

## Heat Application

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Us** the following precautions and procedures must be complied with by **You** and/or **Your** contractor(s) on each occasion.

a) Application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
   i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material is covered by sand or over-lapping sheets or screens of non-combustible material;
   ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately if smoke or smoldering or flames are detected;
   iii) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;
   iv) a person is appointed by **You** or the contractor who will watch for signs of smoke or smoldering orflames and will take immediate steps to extinguish any smoldering or flames discovered during works and for a period of 60 minutes after works havefinished;

b) use of asphalt, bitumen, tar, pitch or lead heaters if the heating is carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel is placed on a non-combustible heat insulating base;

c) the Contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit of no less than £2,000,000 and shall supply a copy of the insurance certificate to **You** prior to commencement of work;

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 3 will not operate.

## Maintenance and Safety

It is important that **You** comply with requirements a) - c) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 3 will not operate.

**You** must:

if the **Premises** or any part thereof is let as residential accommodation, comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer

a) if **You** are responsible for gas installations at commercial **Premises**, undertake annual maintenance checks and at the commencement and throughout the currency of this insurance be in possession of a valid Gas Safety certificate issued by a Gas Safe registered engineer,

b) At the commencement of this insurance and throughout the currency of this insurance, be in possession of an electrical installation condition report (EICR) that:
   i) covers the whole of the electrical installation(s);
   ii) is less than five years old and issued by a contractor approved and registered with one of thefollowing:
      - National Inspection Council for Electrical Installation Contractors (NICEIC)
      - Electrical Contractors Association (ECA)
      - National Association of Professional Inspectors and Testers (NAPIT)
      - Electrical Self -Assessment (ELECSA)
   iii) documents that all C1 or C2 deficiencies or defects have been remedied

*NOTE:* If the **Premises** is **Unoccupied** this Obligation is replaced by the Electrical condition on page 19.

c) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations, such vessel, machinery or apparatus shall be the subject of:
   i) inspection(s) under contract, and
   ii) regular maintenance schedules;

and **You** must be in the possession of such certificates of inspection and evidence of maintenance.

## Neighbouring Premises

**You** shall notify **Us** immediately **You** become aware of any demolition, groundwork, excavation or construction being carried out on any adjoining site to the **Premises**. **We** will then have the right to vary the terms or cancel this extension of cover.

## Pipe Lagging

**You** must ensure that within the **Buildings**:

a) there is a heating system linked to a frost-stat and a minimum temperature of 5°C is maintained between 31st October and 31st March, or
b) all pipes are adequately lagged to preventfreezing.

otherwise all **Damage** will be excluded that arises from or is caused by the **Defined Perils** of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe and **Indemnity** under Section 3 will not operate.

## Portable Heaters

**You** must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by **Us** prior to such use or storage otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded. and cover under Section 3 will not operate

## Reasonable Precautions

**You** must:

a) take all reasonable precautions to prevent occurrences which may give rise to **Damage**, accidents or legal liability;
b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority;
c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
d) when undertaking **Renovations** to the **Property Insured**, take all reasonable precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Our**express written agreement.

otherwise **We** may refuse to pay **Your** claim(s) or provide cover under this **Policy**.

## Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by **Defined Perils** of fire, explosion, theft and malicious persons will be excluded.

a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without **Our** prior consent and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriatetimes.

b) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations.

c) **You** must ensure that:
   i) all external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
   ii) all windows and skylights that are accessible from the ground or basement level or from adjoiningroofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks.

d) **You** must notify **Us** as soon as possible if **You** receive notice:
   i) thatthepoliceauthorityattendanceoranycontractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed; or
   ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system; or
   iii) that any alarm system cannot be returned to or maintained in full working order.

Following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of £2,500 and, **We** shall have the right to vary terms or cancel cover provided under this **Policy**.

## Sprinkler Maintenance

It is important that **You** comply with requirements 1- 7 below in respect of any installation(s) of automatic sprinklers at **Your Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will beexcluded.
**You** must:

1. complete a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valve controlling the individual water supplies and the installation are fully open;
2. make a quarterly or half-yearly test if required by **Us** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of eachtest;
3. make a test every weekday (holidays excepted) of:
   i) the Fire Brigade connection;
   ii) the circuit between the alarm switch and the control unit; and
   iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade.

*Note 1:* It is permissible for test i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty.

*Note 2:* Where the circuits in i) and ii) are continuously monitored tests need only be made once per week.

4. remedy promptly any defect revealed by such tests;
5. notify **Us** before any installation is rendered inoperative or immediately in the event of an emergency;
6. allow **Us** access to the **Premises** at all reasonable times for the purpose of inspecting the sprinklerinstallation;
7. have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

## Survey

In the event **We** have granted cover subject to a survey it is a requirement that **Your** full co-operation is provided to ensure that the survey is completed by the survey completion date stated in the **Schedule** or **Policy** endorsement, otherwise all cover will cease immediately unless an extension to the period has been agreed in writing by **Us**.

Following the survey, **We** reserve the right to cancel or vary this insurance with immediate effect or impose additional terms, conditions and exclusions and/or revise the premium charged.

**You** must implement all survey requirements within the time limits specified by **Us** and maintain implementation of such requirements during the currency of this insurance and any additional periods granted by **Us** unless otherwise agreed.

If **You** fail to implement the term(s) of the requirement(s) within the time limit(s) specified by **Us** then all cover under the **Policy** shall terminate and remain inoperative unless:

a) an extension to the time limits has been agreed by **Us** in writing, or
b) all the survey requirement(s) have been fully implemented at the time of **Damage**, or
c) **We** have agreed to waive the surveyrequirement(s).

For the avoidance of doubt all terms and conditions of the **Policy** continue unless otherwise agreed by **Us** in writing.

In the event the **Policy** is cancelled due to the terms of this endorsement, a return premium will be calculated on a pro- rata basis less the cost of the survey up to a maximum of £500.00 (or equivalent currency).

# General Obligations –Unoccupied Properties

In addition to the General Obligations contained in this **Policy** the following obligations apply to any **Building**(s) or parts thereof that are **Unoccupied**.

Where the **Premises** are **Unoccupied**, the **Insurer** shall be liable for **Damage** solely caused by or resulting from fire, lighting, explosion, **Aircraft** or other aerial devices or articles dropped therefrom, unless otherwise agreed in writing by the **Insurer**.

## Combustible Materials and Waste

**You** must ensure that:

a) all loose or moveable combustible items or materials other than fixtures and fittings are removed from the **Unoccupied** portion of the **Premises**.
b) all waste or refuse is removed from the **Unoccupied** portion of the **Premises** at least once a week from the **Premises**

otherwise **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and **Indemnity** under Section 3 will not operate.

## Electrical Installations

This clause replaces Maintenance and Safety clause (c) on page 17 of this **Policy**:

At the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report(EICR) that:

i) covers any live phases of the electrical installation(s)(the electrical supply should only be live for the purpose of maintaining the operation of fire and security systems),
ii) is less than five years old and issued by a contractor approved and registered with one of the following:
    - National Inspection Council for Electrical Installation Contractors (NICEIC)
    - Electrical Contractors Association (ECA)
    - National Association of Professional Inspectors and Testers (NAPIT)
    - Electrical Self- Assessment (ELECSA),
iii) documents that all C1 or C2 deficiencies or defects have been remedied,

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and **Indemnity** under Section 3 will not operate.

## Inspections

**You** must ensure that:

a) Immediately prior to or upon commencement of this insurance **You** or **Your** nominee must carry out a detailed inspection of all doors, windows and other access points to ensure that they are secure against unauthorised entry and document the inspection including any signs of forced entry or occupation by unauthorised persons and detail any action required;
b) During the period of this insurance **You** or **Your** nominee must inspect the **Premises** every seven days, keeping awritten record. Allmeasures to prevent unauthorised entry or **Damage** must be implemented but if such measures have proved inadequate, improvements to prevent further reoccurrences must be made and documented;
c) If unauthorised entry or attempt thereat is detected more than twice during the period of this insurance, immediate notice must be given to **Us**;

otherwise **Damage** caused by or arising from the **Defined Perils** of fire and explosion will be excluded.

## Mains Supply & Tanks

**You** must ensure that;

a) all gas, water and electricity mains supplies are kept disconnected (except those supplies required to maintain the occupied portion of the **Premises** and the operation of automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes), and
b) all water tanks, apparatus, pipes and heating (except those required for the occupied portion of the **Premises**) connected to automatic sprinkler systems are drained down, and
c) all tanks containing fuel or other flammable liquids are drained and purged unless fuel is required to run a heating system(s) that is in use to prevent sprinkler system pipes from freezing,

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and **Indemnity** under Section 3 will not operate.

## Planning Permission

**You** must notify **Us** within 7 days if:

a) an application for planning permission in respect of the **Premises** is withdrawn, or refused by any Planning Authority or government body;
b) any application for consent to vary use of or de-list the **Building** is denied;

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such changes to permissions or consents and at **Our** option **We** have agreed to vary the **Policy**.

# Section 1 – Property Damage

## COVER AND BASIS OF SETTLEMENT

**We** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then **We** will pay **You**:

i) the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,

ii) Where reinstatement or replacement of the **Property Insured** does not take place in accordance with i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

## Definitions specific to this Section 1

**Cost of Reinstatement** means:

i) the rebuilding or replacement of **Property** lost or destroyed which provided **Our** liability is not increased may be carried out:
   a. in any manner **You** and **We** agree;
   b. on another site agreed by both **You** and **Us**;

ii) the repair or restoration of **Property Damaged**,

in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees.**

**Removal of Debris** means

**Costs and Expenses** necessarily incurred by **You** with **Our** consent in;

a) removing debris;
b) dismantling and/or demolishing;
c) shoring up or propping of the portions of the **Property Insured**;
d) clearing drains sewers and gutters at the **Property Insured**;

as a result of **Damage** hereby insured against.

**We** will not pay for any costs or expenses;

i) incurred in removing debris except from the site of such **Property** destroyed or **Damaged** and the area immediately adjacent to such site;

ii) arising from **Pollution** not insured by this Section.

## Reinstatement Conditions

i) **Our** liability for the repair or replacement of **Property Insured Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly lost or destroyed.

ii) No payment beyond the amount which would have been payable under Alternative Basis of Settlement Condition below shall be made:-
   a. unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Us**;
   b. until the **Cost of Reinstatement** shall have been actually incurred;
   c. if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

## Alternative Basis of Settlement Condition

If reinstatement of the **Property Insured** does not take place **We** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then **We** will pay **You**, whichever is the lesser of:

i) the cost to reinstate, repair or replace such **Property** or any part of it less an appropriate deduction for depreciation wear and tear, or

ii) the diminution in market value of the **PropertyInsured**

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

## Buildings Day One Basis (Non Adjustable)

The Reinstatement Conditions are stated as follows:

a) The **Sum Insured** for the purposes of this endorsement represents the **Cost of Reinstatement You** have declared and shall be the basis by which any calculation would be applied to the Average Clause.

b) the **Sum Insured** stated in the **Schedule** includes a provision if the **Cost of Reinstatement** increases beyond the **Sum insured** solely due to the effect of inflation from the date that the **Sum Insured** was declared.

Subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **Buildings** is to be calculated will be reinstatement.

The **Insured**, having stated the **Sum Insured** of the **Buildings** the premium has been calculated accordingly.

**Sum Insured** means the **Insured**'s assessment of the **Cost of Reinstatement** of the **Property Insured** at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the items provides due allowance for:

a) the additional costs of Reinstatement to comply with European Community and public authority requirements
b) professional fees
c) debris removal costs

Special Conditions

At the inception of each **Period of Insurance** the **Insured** will notify **Us** of the **Sum Insured** of the **Property Insured** by the **Buildings** item. In the absence of such declaration the last amount declared by the **Insured** will be taken as the **Sum Insured** for the ensuing **Period of Insurance**. Notwithstanding anything to the contrary within this **Certificate** the following clauses apply:
If at the time of **Damage** the **Sum Insured** in respect of each separate **Property Insured** be less than the **Cost of Reinstatement** (including due allowance for the costs described above to the extent the insurance by the item provides cover for such costs) at the inception of the **Period of Insurance** then the cover for each **Property** is deemed to be subject to average i.e. if the **Property** at the time of **Damage** is valued at more than 115% of the declared value stated in **Your Schedule**, then **You** will be considered as self insured for the difference and will be responsible for a proportionate share of the loss.

**Our** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.

No payment beyond the amount which would have been payable in the absence of this Condition shall be made;

i) unless reinstatement commences and proceeds without unreasonable delay
ii) until the **Cost of Reinstatement** shall have been actually incurred
iii) if the **Property Insured** at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement.

All the terms and conditions of this **Certificate** shall apply:

i) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
ii) where claims are payable as if this Special Condition had not been incorporated except that the **Sums Insured** will be limited to the percentage of the Declared Values as stated in the **Schedule**.

## Exclusions Applying to Section 1

1. the amount of the **Excess** stated in the **Schedule**.
2. loss by delay, loss of market, consequential loss of any and every description.
3. **Property Insured** which is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**.
4. **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
   a) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded;
   b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded;
   c) change in climatic or atmospheric conditions or in water table levels;
   d) theft, wind, rain, haiI, sleet, snow, floodordust **Damage** to movable property in the open, in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in the **Schedule**, fences and gates;
   e) in respect of **Defined Peril** (g) (theft or attempted theft), **Damage** where **You** or **Your** partners, directors or **Employees** or any members of **Your** household is involved as **Principal** or accessory or caused by any person unlawfully in the **Premises**;
   f) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any **Property** if induced to do so by any fraudulent scheme, trick, device or false pretence;

   g) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling misplacing of information or clerical error;
   h) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat ofviolence;
5. **Damage** to:
   a) **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property**; and
   b) land, roads, pavements, piers, jetties, bridges, culverts or excavations.

## Limit of Indemnity

**Our** liability in respect of all **Incidents** of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

i) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Our** liability shall be limited to that **Sum Insured**;
ii) In any event, **Our** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.

But:

i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or **Renovation**, then **We** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.

ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Our** liability shall be limited to **Removal of Debris**.

## Average Clause

Eachitem insured under this Sectionisdeclaredtobeseparately subject to the following condition of average. If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the **Property** by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such **Property** then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the **Property** and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average Clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to average. In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the **Property** covered, then the amount payable by **Us** shall be proportionately reduced.

# EXTENSIONS APPLICABLE TO SECTION 1 – PROPERTY DAMAGE

## Alternative Residential Accommodation

**We** will cover **You** while the residential portion of the **Buildings** cannot be lived in or access is denied as a result of **Damage** for:

1. The costs of reasonable alternative accommodation for your tenants; and

2. temporary storage of your tenants furniture; and

3. **Rent** (including ground rent and management charges) that **You** should pay or **You** should have received but have lost as a result of the **Damage**

This cover will only apply where **We** have made a payment or accepted liability under this section. The most **We** will pay for this cover is 20% of the **Sum Insured** on the residential portion of the **Building** that has been **damaged**. Provided that this cover is not insured elsewhere

## Landlords Contents

Following an **Insured Event** this Section extends to include **Damage** to **Landlords Contents** up to the **Sum Insured** stated in the **Schedule**. However, if, at the time of **Damage**, the **Sum Insured** stated in the **Schedule** is less than the full value of the **Property Insured** by that item, the amount payable by **Us** will be proportionately reduced.

This Extension will not operate if the **Premises** are **Unoccupied**.

## Reinstatement of Sum Insured

In the event of **Damage** for which cover is provided under Section 1, **We** will consider a request from **You** to reinstate the **Sum Insured** by the applicable Section from the date of the **Damage**. Such reinstatement is at **Our** sole discretion and will be conditional upon **You** undertaking to pay such necessary premiums as may be required for such reinstatement from that date.

## Accidental Damage

Following an **Insured Event** this Section extends to include accidental **Damage** to **Property Insured** specified in the **Schedule** up to the **Sum Insured** specified in the **Schedule** but excluding;

1) The amount of the **Excess** specified in the **Schedule**
2) **Damage** caused by or following upon subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage or expansion of any **Building** or foundation
3) Mechanical and/or electrical derangement and/or breakdown, breakage of valves, filaments and the like burning out or **Damage** directly caused by short circuiting and/or claims arising from overheating
4) **Damage** caused by moth, vermin or insect, wear, tear, gradual deterioration, rust or oxidization, rot, mould or mildew, inherent vice, latent defect, mysterious disappearance or unexplained shortage

5) **Damage** caused by faulty manipulation, scratching or denting or loss of magnetism and/or erasure of tapes or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation
6) Breakage of articles of a brittle nature (other than jewellery) unless such breakage is caused by burglars, thieves or fire and/or breakage of **Glass**, over winding or internal **Damage** of clocks and/or watches
7) Loss by delay, loss of market, consequential loss of any and every description
8) **Damage** which is sustained whilst the **Property Insured** is being worked upon or is under any process and directly resulting there from
9) **Damage** caused by climatic or atmospheric conditions or extremes of temperature
10) Infidelity or dishonesty by **You** or any of **Your Employees**
11) **Damage** to **Aircraft**, watercraft, vehicles, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, **Money**, documents, **Data** or word-processing, media or **Computer System** records
12) **Damage** insured more specifically under any other Section or Sections of this **Policy** or any other Insurance
13) **Damage** to TV and radio aerials, satellite dishes, aerial fittings and masts.

## Additional Metered Services

**We** will pay to **You** additional metered water, electricity, gas and heating oil charges incurred following an **Insured Event** under this **Policy** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage.**

The maximum amount **We** will pay is £5,000 in any one **Period of Insurance.** This Extension will not operate if the **Premises** are **Unoccupied**.

## Asbestos

This **Policy** only insures asbestos physically incorporated in an insured **Building**, and then only provides **Indemnity** in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these perils:

Fire, lightning, explosion or **Aircraft** riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence (**Listed Perils**)

Provided that:
a) the **Listed Peril** is the immediate sole cause of the **Damage** to the asbestos;
b) this **Listed Peril** is one for which cover is provided by Section 1 and which has not been excluded;
c) **You** report to **Us** the existence and cost of the **Damage** as soon as practicable after the **Damage** to the asbestos.

However this **Policy** does not insure any such **Damage** first reported to **Us** more than 12 months after the expiration or termination of the **Period of Insurance**.
This **Policy** shall provide no cover in respect of;
i) wear and tear or inherent defect, quality or vice in or of any asbestos;
ii) anynon-compliancewithorbreachofanylegalorotherduty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, requestor order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise); or
iii) any asbestos which the **Listed Peril** has not physically **Damaged**.

## Capital Additions

Cover under this Section is extended to include;
a) any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and/or
b) alterations, additions and improvements to **Buildings** but not in respect of any appreciation in value anywhere in the United Kingdom;
provided in either case that:
i) at any one situation this cover shall not exceed 10% of the **Sum Insured** for **Buildings** by this Section but in no case exceeding £1,000,000;
ii) **You** undertake to give particulars of any such capital additions described in (a) and/or (b) above as soon as practicable and in any event within 3 months of any newly acquired and/or newly erected **Buildings** or alterations, additions and improvements to **Buildings** and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability under this extension;
iii) the provisions of this extension shall be fully maintained until such time as **We** have agreed in writing to either include or decline to offer cover for such items described in ii) above.

This Extension will not operate if the **Premises** are **Unoccupied**.

## Damage to Cables and Underground Pipes

Subject to **Damage** following an **Insured Event** under this **Policy**, **We** agree to extend cover to include the cost of repairing **Damage** for which **You** are responsible to cables and underground pipes and drains (and their inspection covers) on the **Property Insured** or connecting them to the public mains subject to the terms and conditions of the **Policy.**

This Extension will not operate if the **Premises** are **Unoccupied**.

## Damage to Landscaped Gardens

**We** agree to extend cover to include the cost of restoring any **Damage** to landscaped gardens including trees caused by the Emergency Services in attending the **Premises** following an **Insured Event.**

The maximum amount **We** will pay is £5,000 in any one **Period of Insurance**

## Emergency Services Cover

**We** will pay for the costs incurred following **Damage** to the **Premises** resulting from the action of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising **Damage** to the **Premises**.

The maximum amount **We** will pay is £5,000 in any one **Period of Insurance**

## 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.

The maximum amount **We** will pay is £5,000 for any one claim.

## Glass

**We agree tha**t if during the **Period of Insurance** breakage of fixed **Glass** occurs at the **Premises** specified in the **Schedule**, then **We** will pay to **You** the reasonable cost of replacingsuch **Glass** including:

a) the reasonable cost of boarding up rendered necessary by such breakage;
b) the reasonable cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**;
c) the reasonable cost of refitting alarm foil consequent upon the breakage of **Glass**;

provided that **Our** liability shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

**We** will not be liable for

1. Consequential loss of any kind or description except as stated herein to the contrary.
2. Any breakage arising directly or indirectly from:
   a) repairs, **Renovation** or **Building Works** to the **Premises** or
   b) defects in frames, framework or other fittings.

This Extension willnotoperateifthe **Premises** are **Unoccupied**.

## Illegal Activities at the Premises

**We** will pay the costs incurred by **You** as a result of loss or **Damage** to the **Buildings** for the purpose of cultivating drugs caused by **Your** tenant.

The maximum amount **We** will pay is £5,000 for any one claim.

## Malicious Damage by Tenant

**We** will pay the costs incurred by **You** as a result of loss or **Damage** to the **Buildings** caused by malicious persons where the person who caused the **Damage** was authorised to be on the **Premises** at the time of the **Damage**.

The maximum amount **We** will pay is £5,000 for any one claim.

## Personal Possessions

Subject to **Damage** following an **Insured Event** under this **Policy**, **We** agree to extend cover to include directors, partners, customers, visitors and **Employees** personal effects of every description (other than motor vehicles) within the **Premises** insofar as they are not otherwise insured.

The maximum amount **We** will pay is £250 for any one claim.

## Removal of Debris Tenants Contents

Following an **Insured Event** under this Section, **We** will pay **You** the irrecoverable **Costs and Expenses** (insofar as they are not otherwise insured) necessarily incurred by **You** with **Our** consent in removing from the **Property Insured** the debris of contents (not being **Your Property**) as a result of **Damage** hereby insured against.

**We** will not pay for any costs or expenses:

a) incurred in removing debris except from the site of such **Property** destroyed or **Damaged** and the area immediately adjacent to such site;
b) arising from **Pollution** of **Property** not insured by this Section,

The maximum amount **We** will pay is £5,000 in any one **Period of Insurance**. This Extension will not operate if the **Premises** are **Unoccupied**.

## Removal of nests

**We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of removing bees, wasps and hornets nests from the **Premises**.

The maximum amount **We** will pay is £500 for any one claim.

## Risk Protection Equipment

**We** will pay for the costs incurred by **You**, with **Our** prior consent, the reasonable **Costs and Expenses** incurred in refilling, recharging or resetting any;

a) portable fire extinguishing appliances
b) local fire suppression system
c) fixed fire suppression system
d) having any fire and/or intruder alarms and closed circuit television equipment re-set

as a result of **Damage** insured under this Section. **We** will not **Indemnify You** in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

The maximum amount **We** will pay is £5,000 for any one claim. This Extension will not operate if the **Premises** are **Unoccupied**.

## Sale of Property Insured

If at the time of **Damage** to any **Building** insured under this Section **You** shall have contracted to sell **Your** interest in such a **Building** and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase if and so far as the **Property** is not otherwise insured by or on behalf of the purchaser against such **Damage** shall be entitled to the benefits of this Section of the **Policy** so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or **Us** under this Extension up to the date of completion.

## Services Clause

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessoriesincludingsimilar **Property** in the adjoining yards and roadways or underground (andpertaining to any **Building** insured by this Section), all belonging to **You** or for which **You** are responsible.

The maximum amount **We** will pay is £2,00 in any one **Period of Insurance.** This Extension will not operate if the **Premises** are **Unoccupied**.

## Temporary removal

**We** will pay for **Damage** to **Landlords Contents** whilst temporarily removed from or in transit to or from the **Premises** for cleaning renovation repair or similar purposes but remaining in the **Territorial Limits** and the Republic of Ireland.

The maximum amount **We** will pay is £10,000 for any one claim. **We** will not pay for **Property** more specifically insured elsewhere

## Theft of Fixed Fabric of the Property

**We** will pay the costs incurred by **You** for theft of the fixed fabric to the **Buildings**, including external CCTV equipment, security lighting and roof materials.

## Theft of Keys

**We** will pay **You** the reasonable costs necessarily incurred in replacing external door locks at the **Premises** if there is reasonable evidence that the keys have been duplicated by an unauthorised person or following the loss of keysby:

a) theft from the **Premises** or Registered Office or from **Your** home or the home of any **Principal**, director, partner or **Employee** authorised to hold such keys; or
b) theft following hold up whilst such keys are in **Your** personal custody or the personal custody of any **Principal**, director, partner or **Employee** authorised to hold such keys.

The maximum amount **We** will pay is £500 in any one **Period of Insurance**.

## Trace and Access

**We** will pay **You** the reasonable costs necessarily incurred in locating the source and subsequent making good of **Damage** resulting from;

a) the escape of water from any tank, apparatus or pipe serving the **Premises**;
b) accidental **Damage** to cables, underground pipes and drains serving the **Premises**;

Provided that in respect of a) the **Defined Peril** of escape of water from any tank apparatus or pipe is operative.

The maximum amount **We** will pay is £5,000 in any one **Period of Insurance**. This Extension will not operate if the **Premises** are **Unoccupied**.

## Tree Felling or Lopping Cover

**We** will pay for the costs incurred by **You**, of felling or lopping trees at the **Premises** which are immediate threats to the safety of life or **Property** as a result of **Damage**.

The maximum amount **We** will pay is £2,500 for any one claim and £5,000 in any one **Period of Insurance**.

## Unauthorised Use of Utilities

**We** will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

The maximum amount **We** will pay is £5,000 in any one **Period of Insurance**. This Extension will not operate if the **Premises** are **Unoccupied**.

# CONDITIONS APPLICABLE TO SECTION 1 – PROPERTY DAMAGE

## Mortgagees and Other Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted and such interest must be advised to **Us** in the event of **Damage**.

If, without the knowledge of the Mortgagee(s), there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, the amount the Mortgagee(s) may have been entitled to under this **Policy** shall not be prejudiced provided that the Mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

## Index Linking

The **Sum Insured** for **Buildings** and **Landlord Contents** is subject to **Index Linking**.

## Subrogation Waiver

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

a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**

b) any company which is a subsidiary of a Parent Company of which **You** are a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) order as appropriate and current at the time of **Damage**

c) any tenant provided that:

i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant;

and

ii) the tenant contributes to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

## Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

# Section 2 – Loss of Rent

## COVER

**We** will pay for **Your** loss of **Rent Receivable** if **Your Buildings**:

a) are not suitable for habitation or occupation by **Your** tenant(s) and / or cannot be lived in, or

b) access to them is denied

as a direct result of an **Insured Event** under Section 1 – **Buildings** during the **Period of Insurance**

## Limit of Liability

**Our** liability under this Section will notexceed the **Sum Insured** as shown in the **Schedule**.

## Basis of Claims Settlement

The cover is limited to:

a) loss of **Rent Receivable**; and

b) increase in cost of working;

and the amount payable as **Indemnity** shall be:

a) in respect of loss of **Rent Receivable**:
the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** in consequence of the **Incident**; and

b) in respect of increase in cost of working:

i) the additional expenditure (including alternative accommodation) necessarily and reasonably incurred for the solepurpose ofavoiding or diminishing the loss in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Incident**.

Provided that:

if the **Sum Insured** for **Rent Receivable** is less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

Under **Annual Rent Receivable** and **Standard Rent Receivable** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

## CLAUSES & CONDITIONS THAT APPLY TO SECTION 2 – LOSS OF RENT

### Alternative Premises

If in consequence of the **Incident You** shall use other premises to provide accommodation to tenants the **Rent Receivable** from those premises shall be brought into account in assessing the loss of **Rent** during the **Indemnity Period**.

### Book Debts

In the event of **Damage** following an **Insured Event** under this Section to **Your** books of account or other **Business** books or records and **You** are in consequence thereof unable to trace or establish the outstanding debit balances in whole or in part due to **You** then **We** will pay to **You** the amount of loss resulting from such **Damage** in accordance with the provisions herein contained.

The insurance is limited to the loss sustained by **You** in respect of outstanding debit balances directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed;

1) the difference between:
   i) Outstanding debit balances and
   ii) the total of the amounts received or traced in respect thereof
2) the additional expenditure incurred with **Our** previous consent in tracing and establishing customers' debit balances after the **Damage** provided that if the **Sum Insured** by this Item be less than the outstanding debit balances the amount payable shall be proportionately reduced.

**We** will pay the reasonable charges payable by **You** to **Your** Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the **Us** under the terms of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total **Sum Insured** hereby.

The maximum amount **We** will pay is £10,000 in any one **Period of Insurance.**

## Buildings Awaiting Sale

If at the time of the **Incident You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely in consequence of the **Incident**, then provided **You** make all reasonable efforts to complete the sale of the **Premises** as soon as practicable after the **Incident You** may opt for the amount payable under this Section to be as follows;

a) during the period prior to the date upon which but for the **Incident** the sale of the **Buildings** would have been completed: the loss of **Rent Receivable**, being the actual amount of the reduction in **Rent Receivable** solely in consequence of the **Incident**;
b) during the period commencing with the date upon which but for the **Incident** the sale of the **Buildings** would have been completed and ending with the actual date of sale or with the expiry of the **Indemnity Period** ifearlier:

the loss 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 reasonable investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i)above),

less any amount receivable in respect of **Rent Receivable**;

c) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs a) or b) above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that **Our** liability under this Extension and the Section will not exceed the **Sum Insured** in the **Schedule**.

## Capital Additions

This Section extends to include within the **Sum Insured Rent Receivable** in respect of:

a) alterations, additions, extensions and improvements to the **Premises** insured;
b) newly acquired and or newly erected **Buildings** anywhere in the United Kingdom provided they are not otherwise insured,

Provided that:

i) at any one **Premises** the cover shall not exceed 10% of the total **Sum Insured** or £1,000,000 whichever is the lesser amount;
ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event

within 6 months of any newly acquired and/or newly erected **Buildings** or alterations, additions and improvements to **Buildings** and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability.

## Fines, Damages and Liabilities Exclusion

**We** shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by **You**.

## New Business

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** such loss will be ascertained by applying the **Rent Receivable** earned during the period between the commencement of the **Business** and the date of the **Incident** to the amount by which the **Rent Receivable** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **RentReceivable** realised during the period between the commencement ofthe **Business** and the date of the **Incident**.

## Payments on Account

Following an **Insured Event We** will make monthly payments on account during the **Indemnity Period** to **You** if desired.

## Professional Accountants

The **Insurer** will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by the **Insurer**, under the Claims Procedure and Conditions applicable to Section 2, and for reporting that such information is in accordance with **Your** accounts, but not for any other purposes in the preparation of any claim. Provided that the sum of the amount payable under this clause and the amount otherwise payable under the **Policy** shall in no case exceed the **Sum Insured**.

## Rent Free Period

If at the date of the **Incident** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the **Schedule** provided that **Our** liability does not exceed the **Sum Insured** stated in the **Schedule**.

## Value Added Tax

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

## Extensions that apply to Section 2 – Loss of Rent

The maximum amount payable in respect of each of the following extensions shall not exceed in respect of any one loss 10% of the **Sum Insured** or £100,000 whichever is the lesser amount.

Subject to all other terms, conditions and exclusions of this **Policy**, cover under this Section is extended to include loss, calculated in accordance with the **Basis of Claims Settlement** provisions above, directly resulting from interruption to or interference with the **Business** carried on by **You** at the **Premises** caused by or in consequence of any of the following contingencies occurring during the **Period ofInsurance**.

## Failure of Supply

**Damage** of the type insured by this **Policy** to **Property** at any;

a) generating station or sub-station of the public electricity supply undertaking;
b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith;
c) water works and pumping stations of the public water supply undertaking;
d) land based premises of the public telecommunications undertaking;

from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits**.

This extensionwillnotoperateifthe **Premises** are**Unoccupied**.

## Loss or Damage at Managing Agents Premises

**Damage** of the type insured by this **Policy** to **Property** within the **Territorial Limits** of **Your** Managing Agent in consequence of which the **Rent Receivable** to **You** is reduced.

## Prevention of Access

**Damage** of the type insured by this **Policy** to **Property** within 250m of the **Premises**, where such **Damage** shall physically prevent access to the **Premises**, whether or not **Your Premises** or **Your Property** in the **Premises** is **Damaged**.

# Section 3 – Property Owners Liability

## OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** in connection with the **Business** under Section 3 against:

a) all sums which **You** become legally liable as property owner to pay as damages; and
b) **Costs and Expenses**;

in the event of;

i) accidental **Bodily Injury** to any person
ii) accidental loss of or **Damage** to **Property**;
iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water;

occurring during the **Period of Insurance** and arising out of the activities of **Your Business** in the **Territorial Limits**.

## Limit of Indemnity

**Our** liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 3.

**Costs and Expenses** are payable in addition to the **Limit of Indemnity** under Section 3 apart from:

i) any judgment award or settlement made within; and
ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **Limit of Indemnity** for Section 3 will be themaximumamount payableincluding **Costsand Expenses**.

## Extensions applicable to Section 3

These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

1. Defective premises
   In accordance with the requirements of the Defective Premises Act 1972 **We** will **Indemnify You** against **Your** legal liability for losses occurring during the **Period of Insurance** for **Bodily Injury** or **Damage** to **Property** arising in respect of any premises disposed of by **You** and which had, immediately prior to its disposal, been usedin connection with the **Business**.

The **Indemnity** does not apply to legal liability:

a) for which **You** are entitled to **Indemnity** under any other policy of insurance;
b) for **Bodily Injury**, loss or **Damage** happening prior to such disposal; or
c) for the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

2. Leased premises
   **We** will **Indemnify You** against **Your** legal liability for loss of or **Damage** to **Premises** or fixtures or fittings in and on **Premises** during the **Period of Insurance** which are leased to **You**.
   This **Indemnity** does not apply in respect of **Your** legal liability for:
   (i) loss or **Damage** arising under agreement unless liability would have attached to **You** in the absenceof such agreement;
   (ii) loss of or **Damage** to **Premises** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf; and
   (iii) the first £500 of each and every occurrence of loss or **Damage** caused otherwise than by fire or explosion.

## Exclusions applicable to Section 3

**We** will not **Indemnify You** under Section 3 against liability:

1. for loss of or **Damage** to **Property** belonging to **You** or in **Your** custody or control or in the custody or control of **Your Employees** other than;
   i) in respect of **Property** including motor vehicles belonging to **Your Employees** or visitors to **Premises** occupied by **You**; or,
   ii) in respect of any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to those premises.
2. arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, of any

mechanically propelled vehicle in circumstances where compulsory insurance or securityis required under any Road TrafficAct legislation.

3. arising out of the ownership, possession or use by **You** or on **Your** behalf of any **Aircraft**, hovercraft, **Offshore** installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inlandwaterways).
4. arising from any **Products** after they have ceased to be in **Your** custody or control other than food or drink for consumption on **Your Premises**.
5. caused by or arising out of;
   i) **Professional Services**, including , for example, to advice, design or specification given by **You** for a fee; Or
   ii) **Professional Services** rendered by **You** or on **Your** behalf.
6. in respect of each claim arising outof **Damage** to **Property**, for the first amount equal to the **Excess** stated in the **Schedule**.
7. for loss or **Damage** to **Your Contract Works**:
   i) prior to certified completion or handover by **You**;
   ii) after certified completion or handover by **You**, where such loss or **Damage** arises out of the defective condition of any part of such property structure or **Contract Works**.
8. for the costs incurred by anyone in;
   i) recalling or making refunds in respect of any **Products** or **Contract Works**;
   ii) remedying any defects or alleged defects in land or **Buildings** or structures or other **Premises** disposed of by **You**.
9. arising from or in connection with any trade or operation thereof carried out by **You** other than in relation to the **Business** or any tenant of **Your Property**.

# General Extensions To Section 3

(These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.)

**1. Contractual liability**

Despite General Exclusion – Contractual Liability, **We** will **Indemnify You**undertheapplicable Sectionofthis **Policy**, to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or **Damage** to **Property** which arises out of the performance by **You** of that contract or agreement provided that:

i) the conduct and control of claims is vested in**Us**;
ii) **We** will not **Indemnify You** beyond any liability which would have attached to **You** under statute or common law;
iii) nothing in this extension will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**; and
iv) the maximum amount payable in respect of this extension is subject to a sub-limit of £250,000 any one loss and in the aggregate.

**2. Cross liabilities**

If the policyholder named in the **Schedule** comprises more than one party, **We** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this extensionwillincrease **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**.

**3. Compensation for court attendance**

In the event of any of **Your** directors, partners or **Employees** attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to **Indemnity** under this **Policy**, **We** will provide compensation at the following rates for each day on which attendance is required;

i) any director or partner £500 per day;
ii) any **Employee** £250 per day;

limited in total for all court appearances commenced during the **Period of Insurance** to £10,000, which is payable in addition to the **Limits of Indemnity** specified in the **Schedule**.

## Limit of indemnity

With the exception of the specific sub-limit of **Indemnity** set out in extension 3 (**Compensation** for court attendance), **Our** liability for all compensation payable by **You** (including **Costs and Expenses**) under these General Extensions will not exceed £250,000 in total for all claims first made against **You** during the **Period of Insurance**.

## Exclusions

**We** will not **Indemnify You** in respect of:

i) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an **Indemnity** under these General Extensions.
ii) claims which arise out of circumstances:
   a) notified to previous insurers; or
   b) known to **You**, or which should have been known to **You** upon reasonable enquiry, at inception of this **Policy**.

## Conditions

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay a claim, or any payment may be reduced. **You** must:

1. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any circumstance which may give rise to a claim under this **Policy**. Any claims arising out of circumstances notified in accordance with this condition will be deemed to have been first made

against **You** during the **Period of Insurance**
2. comply with the Claims Procedure and Conditions of this **Policy**.

# Prosecution Defence Costs Extension

## Definitions

**Applicable Legislation** means:
- Health and Safety at Work etc Act 1974;
- Corporate Manslaughter and Corporate Homicide Act 2007;
- Health and Safety Inquiries (Procedure) Regulations 1975; or similar legislation in the United Kingdom: and
- Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

**You** / **Your** Is limited to paragraphs a) to c) i) of the General Definition.

## Operative Clause

**We** will **Indemnify You** against:

a) legal **Costs and Expenses** incurred with **Our** prior written consent;
   i) in the defence of any criminal proceedings that have been formally issued against **You** in respect of an offence under or breach, whether actual or alleged, of any **Applicable Legislation** provided that the offence or breach is committed or is alleged to have been committed within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;
   ii) in an appeal against a conviction arising from the above criminal proceedings;
   iii) in the preparation for, and representation at, the hearing of any mitigating circumstances, should **You** plead guilty to any criminal proceedings;

b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;

c) **Costs and Expenses**, incurred with **Our** prior written consent, of **Your** legal representation at an actual inquiry or inquest ordered under any **Applicable Legislation** provided that the **Incident** giving rise to the inquiry or inquest occurred within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;

all of which proceedings or inquiry or inquest result from any matter which is the subject of **Indemnity** under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**.

For the avoidance of doubt this clause does not cover **Costs and Expenses** arising out of a general investigation unless or until that investigation is linked to a formal inquiry or inquest.

For the purpose of this Extension:

1. **Our** total liability will not exceed:
   a) £1,000,000 in total for legal **Costs and Expenses** incurred with **Our** written consent in respect of sub- paragraphs a) and c) above;
inclusive of
   b) £100,000 in total for all prosecution costs awarded against **You** in respect of sub- paragraph b) above;
2. which is payable in addition to the **Limit(s) of Indemnity** specified in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all **Incidents** occurring during the **Period of Insurance**. Amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **We** have a financial interest in the outcome of theproceedings.

## Conditions

1. **We** will refer claims under this Extension to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish once any proceedings, inquiry or inquest set out in (a) to (c) have been formally initiated.
2. Notwithstanding anything in this Section to the contrary, **We** will be entitled, at **Our** sole discretion, to instruct one of **Our** expert legal advisors, at any time, to investigate any claim or circumstance, notified under this Section. If **We** do so, **You** are required to cooperate and assist in any reasonable way required by **Our** legal advisors.
3. To the extent that any investigation or defence of any claim for which **You** are entitled to an **Indemnity** under this Section also impacts upon any potential or actual civil claim which **You** or any of **Your Employees** would be entitled to an **Indemnity** under this **Policy**, **You** agree that **You** and **Your** legal representatives will allow one of **Our** panel of expert legal advisors to control and conduct those investigations.
4. If **You** elect to appoint **Your** own legal representative the **Indemnity** under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation. To the extent that **We** have already appointed one of **Our** panel of expert legal advisors in relation to investigating or protecting **Our** interests under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**, **Your** own legal representative must work alongside **Our** legal representative and must not duplicate work undertaken by **Our** legal representative.
5. It is a condition precedent to **Our** liability under the **Policy** that **We** be entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry or inquest which is the subject of a claim under this Extension and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file.
6. At any time, **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have at least a 65% prospect of successfully defending the prosecution, then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then;
   i) **We** will withdraw **Our** support for **Your** defence and be under no further obligation to **Indemnify You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
   ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case
   iii) **We** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **Our**

expense, as to the prospects of success in defending the prosecution. If the opinion of the Queen's Counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence, but if it does not **We** will withdraw **Our** support for **Your** defence and be under no further obligation to **Indemnify You** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **Your** rights under Claims Procedure & Conditions – Arbitration" on page 13, nor (if **You** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "What to do if you have a complaint" on page 14.

7. In the event that **You** are dissatisfied with service provided by the appointed legal representative:
   i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;
      a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in "What to do if you have a complaint" on page 14;
      b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;
         - this could prolong the court case;
         - whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage;
         - this is likely to incur increased costs for which **We** would only **Indemnify You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

Nothing in this sub-paragraph 7.i) b) removes or diminishes any other provision of this Extension.

   ii) after the proceedings have been concluded and a verdict handed down and they;
      a) are a member of **Our** panel **You** may complain to **Us** by following the complaints procedure in "How to make a complaint" on page 14;
      b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Solicitors Regulation Authority at www.sra.org.uk

## Exclusions

**We** will not **Indemnify You**:

1. against liability for fines or penalties of any kind;
2. against liability, or for **Costs and Expenses** in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **Indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of that act or omission;
3. against liability for **Costs and Expenses** in defending a prosecution where **Indemnity** is provided by any other insurance.

# Section 4 Legal Expenses

This Section is administered by ARAG plc authorised under a binding authority agreement on behalf of the *Insurer* ARAG Legal Expenses

Insurance Company Limited.

ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

## Privacy statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website https://www.arag.co.uk/data-legal/privacy-notice/

## Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

## Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

## Keeping personal information

We shall not keep personal information for any longer than necessary.

## Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.

## Definitions to Section 4 only

These Definitions are applicable just to this Section of the Policy in addition to the general **Definitions**. These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

Wherever the following words appear in italics starting with a capital letter, they will import the same meaning as defined here. Where the context requires,

a) words importing the singular shall include the plural and viceversa;
b) references to persons include bodies corporate or unincorporated;
c) words importing any gender shall include all genders;
d) reference to any statute or statutory provision and orders or regulations thereunder shall include a references to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy; and
e) reference to any statutory or other body shall include the successor to that body.

## Appointed Advisor

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

## Collective Conditional Fee Agreement

means a legally enforceable agreement entered into on a common basis between the *Appointed Advisor* and *Us* to pay their professional fees on the basis of either:

**A** 100% ‘‘no-win no-fee’’
**B** where discounted, that fee is payable

## Conditional Fee Agreement

means a legally enforceable agreement between the *Insured* and the *Appointed Advisor* for paying their professional fees on the basis of either:

**A** 100% ‘‘no-win no-fee’’
**B** where discounted, that fee is payable

## Employee

means a worker who has or alleges they have entered into a contract of service with *You.*

## Insured

means:

*You*, *Your* directors, partners, managers, officers and *Employees* of *Your Business*.

A the estate, heirs, legal representatives or assigns of any persons mentioned in A in the event of such person dying.

B a person who is contracted to perform work for *You*, who in all other respects *You* have arranged to insure on the same basis as *Your Employees* and who performs work under *Your* supervision.

## Insured Property

means:

*Your* business premises.

A property owned by *You* which is let or which *You* intend to let to tenants for business or residential purposes.

B property owned by *You* which is let or which *You* intend to let to guests as holiday accommodation for leisure purposes under the terms of a written agreement and which is shown in the *Schedule* and located in England, Wales or Northern Ireland.

## Insurer

means ARAG Legal Expenses Insurance Company Limited.

## Legal Costs & Expenses

means:

A reasonable legal costs and disbursements reasonably and proportionately incurred by the *Appointed Advisor* on the standard basis and agreed in advance by *Us*. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.

B in civil claims, other side's costs, fees and disbursements where the *Insured* has been ordered to pay them or pays them with *Our* agreement.

C *Your Employee's* basic wages or salary under Section 6 Part (b) Loss of Earnings in the course of their employment with *You* while attending court or tribunal at the request of the *Appointed Advisor* or whilst on jury service where *You* do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

D the professional fees and expenses of an *Appointed Advisor* selected by *Us* to reduce the actual or anticipated adverse or negative publicity or media attention directed towards *You* under Section 6 Part (b) Crisis Communication.

## Reasonable Prospects of Success

means:

A other than as set out in B and C below, a greater than 50% chance of the *Insured* successfully pursuing or defending the claim and, if the *Insured* is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

B in criminal prosecution claims where the *Insured*

a. pleads guilty, a greater than 50% chance of reducing any sentence or fine or

b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.

C in all claims involving an appeal, a greater than 50% chance of the *Insured* being successful.

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

## Tenancy agreement

An agreement to let *Your Insured Property*:

A under an assured shorthold tenancy; or

B under an assured tenancy; as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or

C under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or

D under a short-assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or

E in accordance with the Private Tenancies (Northern Ireland) Order 2006; or

F to a limited company or business partnership for residential purposes by its employees.

## Territorial Limit

means:

for Section 6 Part (a) the United Kingdom.

for Section 6 Part (b) Legal Defence the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other *Defined Perils* the United Kingdom, Channel Islands and the Isle of Man.

## We/Us/Our

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

## You/Your

means the *Business* shown in the *Schedule*, including any subsidiary and/or associated companies.

## Insuring Clause

Following a *Defined Peril* the *Insurer* will pay *Legal Costs & Expenses* including the cost of appeals up to the *Limit of Indemnity* subject to all of the following requirements being met:

A The *Insured* keeps to the terms of this policy and cooperates fully with *Us*.

B The *Defined Peril* in Section 6 Part (b) arises in connection with the *Business* shown in the *Schedule* and occurs within the *Territorial Limit*.

C The claim
- a. always has *Reasonable Prospects of Success* and
- b. is reported to *Us*
  - i) during the *Period of Insurance* and
  - ii) within 60 days of *You* first becoming aware of the matter in dispute where *You* are in disagreement with a tenant of *Your Insured Property* and
  - iii) as soon as the *Insured* first becomes aware of circumstances which could give rise to a claim.

D Unless there is a conflict of interest, the *Insured* always agrees to use the *Appointed Advisor* chosen by *Us* in any claim
- a. to be heard by the *Small Claims Court* or an Employment Tribunal and/or
- b. before proceedings have been or need to be issued.

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

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

## Limit of Liability

The liability of the *Insurer* under this Section shall not exceed:

**Part (a):**
- £50,000 for each *Defined Peril*

**Part (b):**
- £50,000 for each *Defined Peril*
- £25,000 for Crisis Communication

## Extensions to Section 6

Unless otherwise specified in the *Schedule* the following Extensions shall apply, subject always to the limits, conditions and exclusions of this Section and the Policy.

## Part (a) – Your Insured Property

### 1. Property Damage, Nuisance & Trespass

(a) An event which causes visible damage to *Your Insured Property* and/or anything owned by *You* at *Your Insured Property*.
(b) A public or private nuisance or a trespass relating to *Your Insured Property*.

Provided that if the *Insured Property* is used as holiday accommodation
i) *You* can provide a detailed inventory of its condition and contents which has been signed by *Your* guest(s) and
ii) a dilapidations deposit has been paid in cash or payment has cleared in *Your* bank account.

This insurance does not cover any claim arising from or relating to:

1. The first £250 of any claim in respect of *Defined Peril* 1(b) except where *You* bring a claim against a person who is living at *Your* property without your permission (i.e. squatters). This is payable by the *Insured* as soon as *We* accept the claim.
2. Any claim arising from or relating to:
   a) damage or loss arising from a contract between *You* and a third party who is not:
      i) *Your* tenant or ex-tenant; or
      ii) a guest or guests staying at *Insured Property* that *You* have let out as holiday accommodation
   b) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or property by any government, local or public authority
   c) a dispute with any party other than the party who caused the damage, nuisance or trespass
   d) any nuisance or trespass claim in respect of *Defined Peril* 1(b) that arises from a contract, lease, licence or tenancy agreement between *You* and the third party (including trespass by *Your* ex-tenant).

### 2. Repossession of Residential Property

Pursuit of *Your* legal rights to repossess *Your Insured Property* that has been let under a *Tenancy Agreement* provided *You*:
(a) have demanded rent in writing from *Your* tenant as soon as it is overdue and can provide evidence of this
(b) have given the tenant the correct notices for the repossession of *Your Insured Property*
(c) are seeking a right of possession in England, Wales or Scotland where the court MUST find that the named ground of possession applies or
(d) have a legal right to repossess *our Insured Property* that *has been* let:
   i) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
   ii) to a limited company or business partnership for residential use by employees.
(e) Pursuit of *Your* legal right to recover or repossess *Your Insured Property* that is occupied by an *Employee* or ex-*Employee* under a service occupancy agreement.

### 3. Commercial Lease Disputes

Pursuit or defence of *Your* legal rights arising from a dispute with *Your* business tenant under the terms of a written lease agreement in relation to *Your Insured Property* which is

(a) granted under the Landlord & Tenant Act 1954 provided that where the dispute arises from or relates to renewal of *Your* lease agreement or the granting of a new business tenancy:
   i) *You* will be opposing *Your* tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act 1954; and
   ii) *You* can demonstrate that *You* have served the correct legal notice to terminate on the tenant in the prescribed form before *Your* tenant has served *You* with a request for a new tenancy, or

(b) contracted out of the Landlord & Tenant Act 1954 provided that:
   i) *You* have correctly served the necessary legal notice on *Your* tenant and
   ii) *Your* tenant has made the relevant declaration and
   iii) the lease is noted accordingly.

This insurance does not cover any claim arising from or relating to a disagreement with *Your* tenant over payment or non-payment of rent and/or service charges; or rent arrears that is otherwise covered by insured event 4.

## 4. Recovery of Rent Arrears

Pursuit of *Your* legal right to recover rent owed to *You* by

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

## 5. Holiday Homes Contract Disputes

A dispute that arises from

(a) a written agreement which *You* have entered into to let out *Your Insured Property* as holiday accommodation that is not otherwise covered by *Defined Perils* 1. Property Damage, Nuisance & Trespass or 4. Recovery of Rent Arrears

(b) a contract *You* have entered into to buy or hire goods or services for the *Insured Property* which *You* have let or intend to let to guests as holiday accommodation.

This insurance does not cover any claim arising from or relating to:
a) goods or services which exceed £6,000 (including VAT) in value
b) loans and mortgages
c) an employment contract
d) a settlement due under an insurance policy

## Part (b) – Your Business

### 1. Legal Defence

(a) A criminal investigation and/or enquiry by:

i) the police
ii) a health & safety authority or
iii) other body with the power to prosecute
where it is suspected that an offence may have been committed that could lead to the *Insured* being prosecuted.

(b) An offence or alleged offence which leads to the *Insured* being prosecuted in a court of criminal jurisdiction.

(c) A motor prosecution brought against *Your* directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

| |
|---|
| This insurance does not cover any claim relating to a parking offence. |

### 2. Loss of Earnings

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

| |
|---|
| This insurance does not cover any sum which can be recovered from the court or tribunal. |

### 3. Crisis Communication

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

(a) liaise with *You* and *Your* solicitor (whether the solicitor is an *Appointed Advisor* under this policy, or acts on *Your* behalf under any other policy), to draft a media statement or press release and/or
(b) prepare communication for *Your* staff/customers/suppliers and/or a telephone or website script or social media messaging and/or
(c) arrange, support and represent an *Insured* at an event which media will be reporting
(d) support the *Insured* by taking phone calls/emails and managing interaction with media outlets
(e) support and prepare the *Insured* for media interviews

provided that *You* have sought and followed advice from *Our* Crisis Communication helpline.

| |
|---|
| Any claim arising from or relating to:<br><br>a) matters that should be dealt with through *Your* normal complaints procedures<br>b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast<br>c) *Legal Costs & Expenses* in excess of £25,000. |

## Exclusions to Section 4

The following Exclusions shall apply to this Section in addition to the **General Exclusions** of the Policy unless as stated otherwise.

The *Insurer* shall not be liable for any legal liability:

a) *Legal Costs & Expenses* or compensation awards incurred without *Our* consent

b) any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the *Insured* knew or ought reasonably to have known could lead to a claim

c) an allegation against the *Insured* involving:
   i) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration; except in relation to *Defined Peril* Crisis Communication
   ii) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)

d) defending a claim in respect of damages for personal injury, or loss or damage to property owned by the *Insured*

e) patents, copyright, passing-off, trade or service marks, registered designs and confidential information

f) a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners

g) franchise or agency agreements

h) a judicial review

i) a dispute with *Us*, the *Insurer* or the party who arranged this cover not dealt with under the Arbitration Condition

j) the payment of fines, penalties or compensation awarded against the *Insured* or costs awarded against the *Insured* by a court of criminal jurisdiction.

The following exclusions apply just to Part (a) – Your Insured Property.

a) Any disagreement with a tenant of an *Insured Property* during the first 90 days of the *first Period of Insurance* where the tenancy agreement started before the start of this cover except where *You* have had equivalent cover in force up until the start of this policy.

b) Registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal.

## Conditions to Section 4

Where the *Insurer's* risk is affected by the *Insured's* failure to keep to these conditions the *Insurer* can cancel this policy, refuse a claim or withdraw from an ongoing claim. The *Insurer* also reserves the right to claim back *Legal Costs & Expenses* from the *Insured* if this happens.

### 1. The Insured's Responsibilities

An *Insured* must:

(1). tell *Us* immediately of anything that may make it more costly or difficult for the *Appointed Advisor* to resolve the claim in *Your* favour

(2). cooperate fully with *Us*, give the *Appointed Advisor* any instructions *We* require, and keep them updated with progress of the claim and not hinder them

*(3).* take reasonable steps to claim back *Legal Costs & Expenses* and, where recovered, pay them to the *Insurer*

(4). keep *Legal Costs & Expenses* as low as possible

(5). allow the *Insurer* at any time to take over and conduct in the *Insured's* name, any claim.

### 2. Freedom to Choose an Appointed Advisor

(1). In certain circumstances as set out in 2.(2). below the *Insured* may choose an *Appointed Advisor*. In all other cases no such right exists and *We* shall choose the *Appointed Advisor*.

(2). If:

(i.) *We* agree to start proceedings or proceedings are issued against an *Insured*, or

(ii.) there is a conflict of interest

the *Insured* may choose a qualified *Appointed Advisor* except where the *Insured's* claim is to be dealt with by the Employment Tribunal or *Small Claims Court* where *We* shall always choose the *Appointed Advisor*.

(3). Where the *Insured* wishes to exercise the right to choose, the *Insured* must write to *Us* with their preferred representative's contact details. Where the *Insured* chooses to use their preferred representative, the *Insurer* will not pay more than *We* agree to pay a solicitor from *Our* panel. (*Our* panel solicitor firms are chosen with care and *We* agree special terms with them including rates which may be lower than those available from other firms.)

(4). If the *Insured* dismisses the *Appointed Advisor* without good reason, or withdraws from the claim without *Our* written agreement, or if the *Appointed Advisor* refuses with good reason to continue acting for an *Insured*, cover will end immediately.

(5). In respect of pursuing a claim, *You* must enter into a *Conditional Fee Agreement (*unless the *Appointed Advisor* has entered into a *Collective Conditional Fee Agreement*) where legally permitted.

### 3. Consent

(1). The *Insured* must agree to *Us* having sight of the *Appointed Advisor's* file relating to the *Insured's* claim. The *Insured* is considered to have provided consent to *Us* or *Our* appointed agent to have sight of their file for auditing and quality and cost control purposes.

(2). An *Insured* must have *Your* agreement to claim under this policy.

### 4. Settlement

(1). The *Insurer* can settle the claim by paying the reasonable value of the *Insured's* claim.

(2). The *Insured* must not negotiate, settle the claim or agree to pay *Legal Costs & Expenses* without *Our* written agreement.

(3). If the *Insured* refuses to settle the claim following advice to do so from the *Appointed Advisor* the *Insurer* reserves the right to refuse to pay further *Legal Costs & Expenses.*

### 5. Barrister's Opinion

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

## 6. Arbitration

If any dispute between the *Insured* and *Us* arises from this policy, the *Insured* can make a complaint to *Us* as described in the Complaints Section and *We* will try to resolve the matter. If *We* are unable to satisfy the *Insured's* concerns and the matter can be dealt with by the Financial Ombudsman Service the *Insured* can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If we fail to agree on a suitable person to arbitrate the matter *We* will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## 7. Other Insurance

The *Insurer* will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

## 8. Fraudulent Claims and Claims Tainted by Dishonesty

(1). If the *Insured* makes any claim which is fraudulent or false, this Section may become void and all benefit under it may be lost.

(2). An *Insured* shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the *Insured* has breached this condition and that the breach has:

(a) affected *Our* assessment of *Reasonable Prospects of Success*, and/or

(b) prejudiced any part the outcome of the *Insured's* claim

the *Insurer* shall have no liability for *Legal Costs & Expenses*.

## 9. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## COMPLAINTS PROCEDURE

What to do if you have a complaint

**Step 1**

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:
0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.
For our mutual protection and training purposes, calls may be recorded).
customerrelations@arag.co.uk
ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

**Step 2**

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at
0800 023 4567 or 0300 1239 123
complaint.info@financial-ombudsman.org.uk
Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk
The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.
You can read more about our complaints procedure on our website by clicking here:
https://www.arag.co.uk/contact/making-a-complaint.

## HELPLINES AND ONLINE LEGAL SERVICES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances.

However, if *Our* advisors consider that *Your* helpline usage is becoming excessive they will tell *You*. If following that warning usage is not reduced to a more reasonable level, *We* can refuse to accept further calls.

*We* record and monitor calls for training purposes, to improve the quality of *Our* service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

### Legal and Tax Advice 0344 571 7978

If *You* have a legal or tax problem relating to *Your Business*, *We* recommend *You* call *Our* confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK, Isle of Man, Channel Islands and EU law or tax matters within the UK. *Your* query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Crisis Communication 0344 571 7964

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

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

Where an event has led to actual publicity online, in print or broadcast, that could damage *Your Business*, *You* are insured against the costs of crisis communication services under Section 6 Part (b) Crisis Communication when *You* use this helpline.

### Counselling Assistance 0333 000 2082

For an *Employee* (including family members permanently living with them) needing confidential help and advice, *Our* qualified counsellors are available to provide telephone support on any matter that is causing them upset. Calls to this service will not be recorded.

## ONLINE LEGAL SERVICES

Register today at: **www.araglegal.co.uk** and enter the voucher codes below to download landlords' and business legal documents, forms and letters and access *Our* digital law guides.

Register for Landlords' documents using voucher code **EC426C378CB8**

Register for Business Legal Services by using voucher code **X1232K545CA3**

# General Exclusions

## APPLICABLE TO SECTIONS 1, 2 AND 3 (UNLESS OTHERWISE STATED)

### Asbestos

Save to the extent provided in Sections 1 **We** will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in aloss.

### Building Works

**We** will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works** at the **Premises**.

### Disease Exclusion

**We** will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense causeddirectly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

### Cyber and Data Exclusion

1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
   i) **Cyber Loss**, unless subject to the provisions of part 2) below;
   ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of part 3 below;

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

Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical **Damage** to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, for example, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical **Damage** insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
3) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
4) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

### Gradually operating cause

**We** will not **Indemnify You** against any **Damage** by wear and tear or any other gradually operating cause

### Micro-Organism Exclusion

**We** will not **Indemnify You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro- organism of any type, nature or description including, for example, any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

i) any physical loss or **Damage** to **Property Insured**;
ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence;
iii) any loss of use occupancy or functionality;
iv) any action required including, for example, repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

## Northern Ireland Overriding Exclusion

**We** will not **Indemnify You** against loss or destruction of or **Damage** to any **Property** in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of:

i) civil commotion;
ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

## Nuclear Energy Risks

**We** will not **Indemnify You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Poolsand/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

i) nuclear reactors and nuclear power stations orplant;
ii) any other premises or facilities whatsoever related to or concerned with:
   a) the production of nuclear energy or
   b) the production or storage or handling of nuclear fuel or nuclear waste
iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

## Pollution

### Applicable to Sections 1 and 2:

**We** will not **Indemnify You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of one or more **Defined Perils**:

### Applicable to Section 3

**We** will not **Indemnify You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under Section 3 – **Property** Owners Liability against liability in respect of accidental **Bodily Injury** or accidental loss of or **Damage** to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected **Incident** if that **Incident** takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

i) all **Pollution** which arises out of any one **Incident** will be deemed to have occurred at the time that **Incident** takes place;
ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
iii) nothing in these provisos will increase **Our** liability to pay more than the **Limits of Indemnity** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Insurance**.

## Radioactivity

**We** will not **Indemnify You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from;

i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
v) any chemical, biological, bio-chemical, or electromagnetic weapon.

## Sonic Bangs Exclusion

**We** will not **Indemnify You** against **Damage** caused by pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

## Terrorism

**We** will not **Indemnify You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardlessofanyothercauseoreventcontributingconcurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## War

**We** will not **Indemnify You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to **Property** by or under the order of any government or public or localauthority.

# APPLICABLE TO SECTION 3 (UNLESS OTHERWISE STATED)

## Bodily Injury to Employees

**We** will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to any of **Your Employees** arising out of and in the course of employment by **You** in **Your Business**.

## Computer Hacking or Misuse

**We** will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

a) actual or anticipated publication of **Data** including, for example, privileged information or sensitive personal **Data**; or
b) actual or suspected theft of **Data** including, for example, privileged information and sensitive personal **Data**.

## Computer Systems

**We** will not **Indemnify You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relatingto date or time compliance.

## Contractual Liability

**We** will not **Indemnify You** against **Your** legal liability whichis assumed by **You** under agreement unless liability would have arisen in the absence of that agreement.

## Due Care

**We** will not **Indemnify You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation· to take all reasonable steps to prevent **Bodily Injury** or loss of or **Damage** to **Property**.

## Excess

**We** will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.

## Liquated Damages and Contractual Remedies

**We** will not **Indemnify You** against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre- agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or **Property** (including, for example, liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

## Punitive Damages, Penalties and Fines

**We** will not **Indemnify You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

## United States of America and Canada

**We** will not **Indemnify You** against **Your** legal liability:

a) in respect of any judgment award or settlement made within;
b) in respect of any order made anywhere in the world to enforce, in whole or in part any judgment award or settlement made within;

the United States ofAmerica or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to:

i) the United States of America or Canada; or
ii) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **Your** directors or **Employee**s normally resident in the **Territorial Limits** under sub-paragraph B of the Operative Clause to Section 3 – Property Owners Liability.

# General Conditions

## Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as "minimum and deposit" and the premium adjustment calculation results in an amount which is less than the "minimum and deposit" stated in the **Schedule**, a rebate of premium will not be paid to **You**.

Where the estimates include remuneration to **Employee**s, the required declaration must also include remuneration to all persons defined as **Employee**s by this **Policy**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

## Non-Invalidation

The **Policy** shall not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that immediately **You** become aware thereof **You** give notice to **Us** and pay an additional premium if required.

**AmTrust Specialty Limited**

Company Registered No: 1229676
Member of the Association of British Insurers.
AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.
FCA reference number: 202189

AmTrust Property Owners Wording (AMT) 0120265GEN