



Commercial Property Owners

Policy Booklet

READING THE POLICY BOOKLET, PRIVACY NOTICE & CLAIMS

This insurance is designed to cover **Your** property assets.

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

There are general obligations/conditions contained in this **Policy Booklet** that are important to **Us** and which **We** rely upon **You** to comply with.

In pages 4-7 **Your** general obligations/conditions specific to certain sections are set out. Additional obligations/conditions are also shown within respective Sections and may be imposed by endorsement.

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 loss which actually occurred in the circumstances in which it occurred.

The **Policy Booklet** defines what is covered under separate Sections 1-8. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to Sections 1 – 4 and Section 7 of **Policy Booklet** are set out in pages 26 - 28. **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions pages 29-31 sets out certain rights and includes clauses that apply to Sections 1 – 4 and Section 7 of the **Policy Booklet**.

The Definitions pages 32-35 provide the meaning to words and phrases wherever they appear in Sections 1 – 4 and Section 7. You will see words in bold which highlights that for the purposes of this **Policy Booklet** they are a definition.

Sections 5, 6 and 7 contain their own specific Exclusions, Conditions and Definitions.

The **Schedule** attaching to this **Policy Booklet** will set out the period of this insurance and specify which Sections of this **Policy Booklet** are operative including the **Sums Insured** and **Indemnity Limits** applicable.

The **Schedule** may also contain clauses additional to the **Policy Booklet** that **We** have imposed placing additional obligations on **You** and/or varying coverage. The terms of those clauses will be attached to the **Schedule** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure for Sections 1 – 4 and Section 7 on pages 36 - 37.

If **Your** complaint is relation to Section 5 - I.D. Fraud and Personal Cyber, **You** should refer the matter to ARC Legal Assistance Ltd. **You** will find their complaints procedure on page 49.

If **Your** complaint is relation to a claim under Section 6 – Key Protection, **You** should refer the matter to Soter Professional Services Ltd. **You** will find their complaints procedure on page 55.

If **Your** complaint is relation to Section 8 – Legal Expenses, **You** should refer the matter to ARC Legal Assistance Ltd. **You** will find their complaints procedure on page 78.

It is strongly recommended that **You** read the **Policy Booklet** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements. In the event that the cover does not meet with **Your** requirements **You** should immediately advise **Your** insurance advisor. 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.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on Pages 38-39.

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Authorised Certificate

This **Policy Booklet** and any **Schedule** and/or endorsement are to be read together as one document.

This **Policy Booklet** is a legally binding contract which **You** have made with **Underwriters**.

In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the **Policy Booklet**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.

Provided always that:-

- i) The liability of the **Underwriters** shall not exceed the **Sums Insured** or limits of liability stated in the **Schedule** or such other **Sums Insured** or limits of liability as maybe substituted by endorsement or attached hereto;
- ii) This **Policy Booklet** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

Any dispute arising out of or in connection with this **Policy Booklet** shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Policy Booklet** shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.

The written authority (which number is shown in the **Policy Schedule**) allows Modus Underwriting to issue this **Policy Booklet**.

Signed:



Authorised Signatory

Print: James Russell

Several Liability Notice

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

General Obligations

The following applies to Sections 1 to 4 and Section 7 of this Policy:

You have an obligation in **Your Proposal** to answer any questions honestly and accurately, make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the **Underwriter** when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **Underwriters** shall be entitled to remedy their position in accordance with the Claims and Remedy conditions on page 8 and 9 of this **Policy Booklet**.

These obligations also apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters**.

Without prejudice to **Underwriters'** rights, if **You** are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if **You** have any questions concerning the **Policy** terms and conditions, **You** should check with **Your** insurance advisor.

The **Policy Booklet** contains important terms and conditions that must be complied with including but not limited to:

Alteration in Risk

You must immediately notify **Underwriters** if the risk has altered:

- a) by removal, alterations or additions of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured** otherwise **Underwriters** may refuse to pay your claim(s) or provide indemnity under this **Policy Booklet**.
- b) **You** must immediately notify **Underwriters** 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, or
 - iii) a change in the type of tenant or use at the **Premises**, or the **Buildings** becoming **Unoccupied**

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such alteration(s) described in i) to iii) above and at their option **Underwriters** have agreed to continue with cover.

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- 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 **Underwriters** prior written agreement.

otherwise **Underwriters** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy Booklet**.

Maintenance and Safety

It is important that **You** comply with requirements a) - d) below 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.

You must:

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

- c) 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 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 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 (ELECSEA)
 - iii) documents that all C1 or C2 deficiencies or defects have been remedied
- d) 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.

Survey

In the event **Underwriters** 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 endorsement, otherwise all cover will cease immediately unless an extension to the period has been agreed in writing by **Underwriters**.

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

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

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

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

For the avoidance of doubt all terms and conditions of the **Policy** continue unless otherwise agreed by **Underwriters** 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).

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 indemnity under Section 3 will not operate

Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire, 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 the prior consent of the **Underwriters** and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times

- 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 adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks
- d) **You** must notify **Underwriters** as soon as possible if **You** receive notice:
 - i) that the police authority attendance or any contractually 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, **Underwriters** shall have the right to vary terms or cancel cover provided under this **Policy**.

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 4°C is maintained between 31st October and 31st March, or
- b) all pipes are adequately lagged to prevent freezing.

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.

Sprinkler Maintenance

It is important that **You** comply with requirements 1 - 7 below in respect of any installation(s) of Automatic Sprinklers at the **Insured Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded:

You must:

1. make 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 quarterly or half-yearly test if required by the **Underwriters** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
3. make a test every weekday (holidays excepted) of
 - i) the 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 the **Underwriters** before any installation is rendered inoperative or immediately in the event of an emergency
6. allow the **Underwriters** access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation
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 installation(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

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.

Heat Application

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Underwriters** 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 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 or flames and will take immediate steps to extinguish any smoldering or flames discovered during works and for a period of 60 minutes after works have finished
- 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 £2m 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 indemnity under Section 3 will not operate.

Portable Heating

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 the **Underwriters** 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 indemnity under Section 3 will not operate.

How to make a claim

We aim to settle valid claims promptly and fairly in accordance with the cover provided under this **Policy**.

For Sections 1 – 4 and Section 7 **Your** claim will be managed from within our 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. This section and page 30 set out conditions and what procedures to follow.

In the event **You** need to report a claim contact: ERGO Claims Team
 MPL Claims Management Ltd
 The Octagon, Middleborough
 Colchester, Essex
 CO1 1TG
 E Mail: ergo@mplclaims.com
 You can call Our Claims Team: **0345 060 0014**

To make a claim under Section 6 Key Protection, please contact the claims handler on 01480 597417 as soon as possible and assistance will be arranged for you.

Please note - all stolen key(s) must be reported to the police and a crime reference number obtained.

Assistance Helpline Services

Cyber Support Helpline

To make a claim under Section 5 of **Your** policy, **You** can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the **Period of Insurance**.

Simply telephone **0333 234 2678** and quote "**Modus Insurance**".

Legal Helpline

You can use the helpline service which operates 24 hours a day, seven days a week to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, which arises during the **Period of Insurance**.

Simply telephone **0344 770 1044** and quote "**Modus Insurance**".

For **Our** joint protection telephone calls may be recorded and/or monitored.

Claims and Remedy Condition

Claims Notifications & Conditions

The following applies to Sections 1 to 4 and Section 7 of this Policy:

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy Booklet**.

Upon discovery of an event that may give rise to a claim under this **Policy**, **You** must report the circumstances to **Underwriters** as soon as reasonably possible but in any event within 30 days of the discovery otherwise **Underwriters** shall be entitled to refuse indemnity under this **Policy**.

Your claim will be managed from within our 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.

It is important that **You**:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- b) You have complied with the obligations, terms and conditions contained in the **Policy Booklet** throughout this period of insurance

otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **Underwriters** shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered on different terms, to:

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- ii) ¹ reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

¹ reduce proportionately means that **Underwriters** need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the **Policy Booklet** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where –

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Section 1 - Buildings

This section only applies if a Sum Insured for Buildings and / or Contents is shown on Your Schedule.

COVER AND BASIS OF SETTLEMENT

Underwriters agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then following an **Insured Event** under this Section **Underwriters** 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.

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 the **Underwriters** 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.

The liability of the **Underwriters** 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

- a. the amount of the **Excess** stated in the **Schedule**
- b. loss by delay, loss of market, Consequential Loss of any and every description
- c. **Property Insured** which is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy Booklet**.
- d. **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
 - i) 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
 - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded
 - iii) change in climatic or atmospheric conditions or in water table levels,
 - iv) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates
 - v) 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
 - vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
 - vii) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
 - viii) any loss in excess of GBP 10,000 for **Damage** caused by malicious persons where the person who caused the **Damage** was authorised to be on the **Premises** at the time of the **Damage**
- e. **Damage** to:
 - i) property or structures in course of construction or erection and materials or supplies in connection with all such property and
 - ii) land, roads, pavements, piers, jetties, bridges, culverts or excavations.

Limit of Indemnity

Underwriters' 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 **Schedule** for that item, **Underwriters'** liability shall be limited to that **Sum Insured**;
- ii) In any event, **Underwriters'** 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 **Underwriters** 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 **Underwriters'** liability shall be limited to **Removal of Debris**.

Average Clause

Each item insured under this Section is declared to be separately subject to the following Condition of Average, namely;

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 **Underwriters** shall be proportionately reduced.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

Definitions specific to Section 1

Cost of Reinstatement means:

- a) the rebuilding or replacement of property lost or destroyed which provided **Underwriters'** liability is not increased may be carried out:
 - i. in any manner **You** and the **Underwriters** agree
 - ii. on another site agreed by both **You** and the **Underwriters**
- b) 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 the consent of the **Underwriters** 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

The **Underwriters** will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- 2) arising from **Pollution or Contamination** of property not insured by this Section

European Community and Public Authorities means

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) European Community Legislation, or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereafter referred to as 'the Stipulations') which governs the construction, alteration and reinstatement of buildings.

Excluding the cost incurred in complying with the Stipulations:

- i) in respect of **Damage** occurring prior to the granting of this **Policy**
- ii) in respect of **Damage** not insured by Section
- iii) under which notice has been served upon **You** prior to the happening of the **Damage**
- iv) for which at the time of **Damage** there is an existing requirement which has to be implemented within a given period
- v) in respect of property entirely undamaged by any peril hereby insured against
- c) the additional cost that would have been required to make good the property lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- d) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Architects Surveyors Legal and Consulting Engineers Fees means

The reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim.

EXTENSIONS APPLICABLE TO SECTION 1 – BUILDINGS

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 the **Underwriters** will be proportionately reduced.

Reinstatement of Sum Insured

Following an **Insured Event** the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the **Underwriters** or by **You** and **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

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 Booklet** so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or the **Underwriters** under this Section 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 accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any Building insured by this section), all belonging to **You** or for which **You** are responsible.

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 Systems** 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 Water Charges

Underwriters will pay to **You** additional metered water charges incurred by **You** as a result of **Damage** 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** provided that the maximum amount payable under this Clause in any one **Period of Insurance** shall not exceed GBP 5,000.

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 the **Underwriters** will pay to **You** the amount of loss resulting from such **Damage** in accordance with the provisions herein contained.

The insurance hereunder 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:
 - a) **Outstanding Debit Balances** and
 - b) the total of the amounts received or traced in respect thereof

- 2) the additional expenditure incurred with the previous consent of the **Underwriters** 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.

The **Underwriters** 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 **Underwriters** 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.

Provided that the liability of **Underwriters** shall not exceed GBP 25,000.

Capital Additions

Subject to **Damage** following an **Insured Event** under this **Policy**, **Underwriters** agree to extend cover 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
- b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the United Kingdom

Provided that:

- i) at any one situation this cover shall not exceed 10% of the **Sum Insured** by this Section but in no case exceeding GBP 1,000,000
- 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 the **Underwriters** liability

Damage to Landscaped Gardens

Underwriters 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** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed GBP 25,000.

Damage to Cables and Underground Pipes

Subject to **Damage** following an **Insured Event** under this **Policy** **Underwriters** 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** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed GBP 5,000.

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 up to the value of £5,000.

Glass

Underwriters will pay **You** following breakage of **Glass** at the **Premises** as specified in the **Schedule** 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**.

The liability of the **Underwriters** under this Extension does not cover:

- a) The amount of the **Excess** specified in the **Schedule**
- b) Consequential loss of any kind or description except as stated herein to the contrary
- c) Any breakage arising directly or indirectly from: -
 - i) alterations or repairs to the **Premises** or occurring whilst the **Premises** are empty or not in use
 - ii) defects in frames, framework or other fittings.

Provided that the liability of **Underwriters** shall not exceed GBP 5,000.

Personal Possessions

Subject to **Damage** following an **Insured Event** under this **Policy Underwriters** 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 for an amount not exceeding GBP 500 in respect of any one person.

Removal of Debris Tenants Contents

Following an **Insured Event** under this section **Underwriters** will pay **You** the irrecoverable costs and expenses (insofar as they are not otherwise insured) necessarily incurred by **You** with the consent of the **Underwriters** in removing from the **Property Insured** the debris of contents (not being **Your** property) as a result of **Damage** hereby insured against.

The **Underwriters** 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 or Contamination** of property not insured by this Section

Provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed GBP 5,000.

Subsidence

Subject to **Damage** following an **Insured Event** under this **Policy Underwriters** agree to extend cover to include **Damage** caused by Subsidence or Ground heave or any part of the site on which the property stands or Landslip excluding;

- 1) the first GBP 1,500 of each and every loss after the application of any Condition of Average
- 2) **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building** insured
- 3) **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
- 4) **Damage** which originated prior to the inception of this cover
- 5) **Damage** resulting from:
 - a. demolition, construction, structural alteration or repair of any property or
 - b. groundwork or excavation at the **Premises**

Terms applying to this Extension

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

Theft of Keys

Underwriters 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 keys by;

- 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
- 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

Provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed GBP 1,000.

Trace and Access

Underwriters 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 payable under this Extension shall not exceed in any one **Period of Insurance** GBP 5,000.

Unauthorised Use of Utilities

Underwriters 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 and provided further that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** GBP 10,000.

CONDITIONS APPLICABLE TO SECTION 1 – BUILDINGS

Mortgagees and Other Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted. Such interest must be advised to the **Underwriters** in the event of **Damage**. In addition, if, without the knowledge of the Mortgagee, there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, cover under this **Policy** shall not be prejudiced provided that the Mortgagee shall immediately on becoming aware thereof give notice in writing to the **Underwriters** and on demand pay such reasonable additional premium as the **Underwriters** may require.

Subrogation Waiver

In the event of a claim arising under this Section the **Underwriters** agree to waive any rights remedies or relief to which they 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 or any subsequent act or order current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which **You** a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order or any subsequent act or order 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 has contributed 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 - Rental Income

This section only applies if a **Sum Insured for Rental Income** is shown on Your Schedule.

COVER

Following an **Insured Event** under Section 1 and the **Business** carried on by **You** at the **Premises** stated in the **Schedule** being interrupted or interfered with the **Underwriters** will pay **You** the amount of loss arising as a result in accordance with the following provisions:

The insurance is limited to loss due to;

- i) loss of **Gross Rentals**
- ii) increase in cost of working

and the amount payable as indemnity thereunder shall be;

- i) the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- ii) the additional expenditure necessarily and reasonably incurred including the cost of re-letting the **Premises** (including legal fees) for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges or expenses of the **Business** as may cease or be reduced in the consequence of the **Damage** provided that;

- i) payment shall have been made or liability admitted under Section 1 of this **Policy Booklet** in respect of such **Damage**
- ii) if the **Sum Insured** by this Section be less than the **Annual Gross Rentals** (or projected **Annual Gross Rentals** if the **Premises** are **Unoccupied**) (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

Alternative Trading

If during the **Indemnity Period** accommodation shall be provided or services rendered elsewhere other than at the **Premises** for the benefit of the **Business** either by **You** or others on **Your** behalf the money paid or payable in respect of such accommodation and services shall be brought into account in arriving at the **Gross Rentals** during the **Indemnity Period**.

Automatic Rent Review

Where the **Gross Rentals** are subject to a rent review during the **Period of Insurance** the relevant **Sum Insured** will be automatically increased to reflect the revised **Gross Rentals** earned up to a maximum increase of 100% of the **Sum Insured** on **Gross Rentals** stated in the **Schedule**.

No additional premium will be charged for this increase in cover during the **Period of Insurance** provided that **You** advise **Underwriters**, prior to renewal, of the revised **Gross Rentals** for the ensuing **Period of Insurance**.

Buildings Awaiting Sale

If at the time of the **Damage** **You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely in consequence of the **Damage** the amount payable under this Section may at **Your** option be amended as follows;

- a) during the period prior to the date upon which but for the **Damage** the sale of the **Buildings** would have been completed:
reduction in **Gross Rentals**, being the amount by which the **Gross Rentals** earned during the **Indemnity Period** will, in consequence of the **Damage**, fall short of the **Standard Gross Rentals**
- b) during the period commencing with the date upon which but for the **Damage** 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** if earlier:

the loss of interest, being:

- i) reasonable interest actually incurred on capital borrowed in connection with the **Business** solely to replace (in whole or in part) the loss of use of the sale proceeds
- ii) reasonable investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i) above)

- 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 the liability of the **Underwriters** under this Extension and the section will not exceed the **Sum Insured** set against the item on **Gross Rentals** in the **Schedule** plus any payment under the Automatic Rent Review Extension in any one **Period of Insurance**.

Capital Additions

This Section extends to include within the **Sum Insured Gross Rentals** 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** on **Gross Rentals** or GBP 1,000,000 whichever is the less
- 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 the **Underwriters** liability

Denial of Access

Damage to property in the vicinity of the **Premises** which prevents or hinders the use of the **Premises** or access thereto whether **Your Premises** shall be **Damaged** or not (but excluding **Damage** to property of any supply undertaking from which **You** obtain electricity, gas or water or telecommunications services which prevent or hinder the supply of such services) shall be deemed to be loss resulting from **Damage to Property at the Premises**.

Loss or Damage at Managing Agents Premises

Damage to property at the **Premises** of **Your** Managing Agent shall be deemed to be loss resulting from **Damage to Property Insured** at the **Premises**.

Failure of Public Supply

Damage 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** shall be deemed to be loss resulting from **Damage to Property Insured** at the **Premises**.

Loss of Attraction

Damage to property in the vicinity of the **Premises** which shall deter potential tenants whether **Your Premises** or property therein shall be **Damaged** or not shall be deemed to be a loss resulting from **Damage to Property Insured** at the **Premises** provided that the maximum amount payable under this Clause in any **Period of Insurance** shall not exceed;

- a) GBP 50,000 or the **Sum Insured** in respect of each **Premises** whichever is the less
- b) GBP 250,000 in aggregate.

Murder Suicide & Defect Clause

This Section is extended to include loss directly resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of;

- a) murder or suicide occurring at the **Premises**
- b) injury or illness sustained by any guest arising from, or traceable to, foreign or injurious matter in food or drink provided on the **Premises**
- c) the closing of the whole or part of the **Premises** by the order or on the advice of a competent Public Authority as a result of: -
 - i) defects in the drains or sanitary installations at the **Premises**
 - ii) the **Premises** becoming infested with vermin or pests

For the purpose of this clause, **Indemnity Period** means the period during which the **Business** shall be affected in direct consequence of the interruption or interference commencing the date the restrictions on the **Premises** were applied for a period not exceeding three months thereafter.

The maximum amount payable under this clause shall not exceed in respect of any one loss 10% of the **Sum Insured** or GBP 25,000 whichever is the lesser amount.

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the **Premises** Definitions **Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as within stated;

Annual Gross Rentals

The proportional equivalent for a period of twelve months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage**

Standard Gross Rentals

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage**

To which adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variation in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Other Insurances

If at the time of any **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

Payments on Account

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

Professional Accountants Charges

The **Underwriters** will indemnify **You** in respect of reasonable fees payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your Business** books or documents or other such proofs information or evidence as the **Underwriters** may require under the terms of the Claims Duties section of the **Policy** Conditions and reporting that such particulars or details are in accordance with **Your Business** books or documents.

Rent Free Period

If at the date of the **Damage** 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 the **Underwriters** liability does not exceed the **Sum Insured** stated in the **Schedule**.

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 3 – Property Owners Liability

This section only applies if an Indemnity Limit for Property Owners Liability is shown on Your Schedule.

COVER

Following an **Insured Event** the **Underwriters** will indemnify **You** against all sums **You** shall become legally liable to pay including claimants costs and expenses arising out of an event(s) occurring during the **Period of Insurance** that causes;

- a) **Injury** to any person other than an **Employee**; or
- b) loss of or damage to material property

caused solely and directly by:

- a) any activity of the **Insured** in the course **Renovations** or site visits to the **Premises**, without contribution in any material way to the injury or damage by any act, omission, activity or operation of any other party while that party is carrying on trading activities of any kind on or at the **Premises**; or
- b) a defect in the physical state of the **Premises** which has not been caused or contributed to in any material way by any act, omission, activity or operation of any other party while that party is carrying on trading activities of any kind on or at the **Premises**.

occurring within the **Territorial Limits**

Besides the above, there will be no indemnity of the **Insured** for any liability in respect of any accidental injury to any person, or loss of or damage to material property, under this section of the **Policy Booklet**, and it is the responsibility of the **Insured** to effect its own public liability insurance to cover any such liability

Cover under this Section extends to Indemnify **You** in respect

- a) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- b) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **Territorial Limits**

This extension applies only in respect of the **Insured's** liability where the relevant circumstance listed above has been solely and directly caused by the acts or omissions of the **Insured**.

Where liability of the **Insured** arising out of the relevant circumstance has been caused or contributed to in any material way by any act, omission, activity or operation of any other party while that party is carrying on trading activities of any kind on or at the **Premises**, there will be no indemnity of the **Insured**, and it will be the responsibility of the **Insured** to effect its own public liability insurance to cover any such liability"

Additional Persons Insured

This Section shall extend to include in the event of the death resulting from **Injury** of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Underwriters** will indemnify under the terms of this Section **Your** directors or **Employees** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a) each such additional person insured shall as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) the **Underwriters** shall retain the sole conduct and control of all claims.

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **Underwriters** in connection with a claim in respect of which **You** are entitled to indemnity under this Section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required;

- a) any director or partner GBP 250
- b) any **Employee** GBP 100

Corporate Manslaughter and Corporate Homicide Act 2007

Cover under this Section extends to indemnify **You** in respect of legal costs and expenses incurred with **Underwriters'** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**. Provided always that:

- a) **Underwriters'** liability under this extension shall not exceed GBP5,000,000 in any one **Period of Insurance** or the **Limit of Indemnity** stated in the **Schedule** whichever is the lesser. This limit will form part of and not be in addition to the **Limit of Indemnity** stated in the **Schedule**
- b) This Extension shall apply only to proceedings brought in Great Britain, Northern Island, the Channel Islands or the Isle of Man
- c) **Underwriters** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **Your** behalf
- d) **You** shall give immediate notice to **Underwriters** of any summons or other process served upon **You** which may give rise to proceedings under this extension
- e) In relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **Underwriters** shall be under no liability;
 - i) Where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) In respect of fines or penalties of any kind
 - iii) In respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of breach of;
 - a) The Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - b) The Food Safety Act 1990 or any regulations made thereunder
 - c) The Consumer Protection Act 1987 or any regulations made thereunder
 - iv) Where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) Where the **Underwriters** have already indemnified **You** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with the corporate manslaughter or corporate homicide under another section of the **Policy Booklet** the amount paid under that section will be taken into account in arriving at the **Underwriters'** liability payable under this extension.

Cross Liabilities Clause

You so named shall be considered as a separate and distinct entity and the word **You** shall be construed as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

Data Protection Act

The **Underwriters** will indemnify **You** in respect of liability arising under the Data Protection Act 2018

Provided that;

- a) the process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by **You** of the services of a computer bureau

The **Underwriters** shall not be liable in respect of;

- a) the recording or provision of **Data** for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission of **You** and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- c) Fines, penalties, compensation or payments made forming part of enforcement action.

The total liability of the **Underwriters** including all costs and expenses in this respect shall not exceed GBP 250,000 during any one **Period of Insurance**, such amount being included within and not additional to the **Limit of Indemnity**.

Defective Premises Act

This Section subject otherwise to the terms of the **Policy** and within the **Limit of Indemnity** extends to indemnify **You** against liability for **Injury** or **Damage** arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any **Premises** previously owned for purposes pertaining to the **Business** and since disposed of by **You** provided that;

- a) this extension shall not indemnify **You** in respect of **Damage** to the land or **Premises** disposed of or in connection with the cost of rectifying any defect or alleged defect therein
- b) the **Underwriters** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

Discharge of Liability Clause

The **Underwriters** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Underwriters** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

Limit of Liability

The liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

In addition the **Underwriters** will pay;

- a) all other defence costs and expenses incurred with their prior written consent
- b) the legal costs and expenses incurred with their written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work Act 1974 for any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the **Underwriters** in an appeal against conviction arising from such proceedings provided that:
 - i) the proceedings relate to the health, safety and welfare of persons other than **Employees**
 - ii) the **Underwriters** will not indemnify **You** in respect of
 - a) fines and penalties
 - b) costs or expenses insured elsewhere

any one **Period of Insurance**, such amount being included within and not additional to the **Limit of Indemnity**.

EXCLUSIONS APPLICABLE TO SECTION 3

The **Underwriters** shall not be liable under this Section for:

- 1) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement
- 2) Loss of or **Damage** to;
 - a) property belonging to **You**
 - b) property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
- 3) **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;
 - a) Aircraft, hovercraft or watercraft
 - b) mechanically propelled vehicle or trailer attached thereto (other than motorised garden implements whilst stored at the **Premises** or being used to maintain the land at the **Premises** described in the **Schedule**) and any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
 - c) lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection certificate is required but not in force at the time of the **Injury**, loss or **Damage**

- 4) any sums for which **You** are/or becomes liable to pay as a result of any claim(s) made against **You** or for any associated defence costs or expenses of any kind from any liability arising directly or indirectly out of;
- a) loss or alteration or **Damage** to, and/or
 - b) a reduction in the functionality availability or operation of a **Computer System** or programme, hardware, **Data** information repository, microchip, integrated circuit or similar device in computer equipment or non- computer equipment as a result of **Your** e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **Insured** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.

- 5) any sums **You** are/or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

Section 4 – Employers Liability

This section only applies if an Indemnity Limit for Employers Liability is shown on Your Schedule.

COVER

Following an **Insured Event** the **Underwriters** will indemnify **You** against all sums that **You** shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business**.

Limit of Indemnity

The liability of the **Underwriters** under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against **You** arising out of one event shall not exceed the amount stated in the **Schedule**.

Costs and expenses shall be deemed to mean:

- a) costs and expenses of claimants for which **You** are legally liable;
- b) other costs and expenses incurred with the **Underwriters'** written consent in respect of any claim which may be the subject of indemnity under this Section;
- c) solicitors fees incurred with the **Underwriters'** written consent for:
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**;
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;
- d) legal costs and expenses incurred with the **Underwriters'** written consent by **You** and, at **Your** request, any director or **Employee**, and costs awarded against **You** or the director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Safety at Work Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:
 - i) the proceedings relate to the health safety or welfare of **Employees**;
 - ii) the **Underwriters** will not indemnify **You** in respect of:
 - a) proceedings consequent upon a deliberate act by or omission by **You**, any director or **Employee**;
 - b) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
 - c) costs and expenses insured by any other policy.
- e) legal costs and expenses incurred with the **Underwriters** written consent by **You**, and costs awarded against **You** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation provided that:
 - i) the liability of the **Underwriters** for all legal costs and expenses payable in any one **Period of Insurance** shall not exceed the sum of GBP 5,000,000 or the **Limit of Indemnity** stated in the **Schedule** whichever is the lesser and will form part of and not be in addition to the **Limit of Indemnity** stated in the **Schedule**;
 - ii) the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Business**;
 - iii) the **Underwriters** will not indemnify **You** in respect of:
 - a) proceedings which result from any deliberate act or omission by **You**;
 - b) any fines or penalties of any kind;
 - c) any remedial or publicity orders or any steps required to be taken by such orders;
 - d) costs and expenses insured by any other policy.

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the **Underwriters** will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **Your** request the **Underwriters** will indemnify in the terms of this Section:
 - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
 - ii) any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business**; provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;

- iii) any officer committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- iv) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official provided that:
 - a) each person shall as though he were **You** observe fulfil and be subject to the terms of this Section insofar as they can apply; and
 - b) the **Underwriters** shall retain the sole conduct and control of all claims.

Compensation for Court Attendance

In the event of the following persons attending court as a witness at the request of the **Underwriters** in connection with a claim in respect of which **You** are entitled to indemnity under this Section the **Underwriters** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any of **Your** directors or partners GBP 250
- b) any **Employee** GBP 100

Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **You** shall repay to the **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provisions of such law.

Unsatisfied Court Judgements

In the event of **Injury** to an **Employee**, sustained during the **Period of Insurance** and arising out of his employment by **You** in the course of the **Business**, which results in a judgement for damages being obtained by such **Employee**, or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgement, the **Underwriters** will, at **Your** request, pay to the **Employee** or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
 - i) in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
 - ii) against a company, partnership or individual other than **You**, conducting a business at or from premises within the territories described in i) above;
- b) there is no appeal outstanding;
- c) the judgement relates to **Injury** which would otherwise be within the terms of the **Policy**; and
- d) if any payment is made under the terms of this clause the **Employee** or the personal representative of the **Employee** shall assign the judgement to the **Underwriters**.

SECTION 4 – EMPLOYERS LIABILITY EXCLUSIONS

The **Underwriters** shall not be liable under this Section for:

- 1) So far as concerns the liability of any principal or liability assumed by **You** under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
- 3) Any liability arising out of work undertaken or operations located **Offshore**.
- 4) More than GBP 10,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of **Terrorism** under this Policy.
- 5) More than GBP 10,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal or distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing.

General Exclusions

The following Exclusions are applicable to Sections 1 – 4 and Section 7 unless otherwise stated:

Asbestos Exclusion

This **Policy Booklet** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

Building Works Exclusion

This **Policy Booklet** does not cover any loss, **Damage** or liability caused by or arising out of **Building Works** at the **Premises**.

Disease Exclusion

This **Policy** shall not cover any **Damage** or liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Poisoning, disease or illness, 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

This exclusion does not apply if such loss or Damage arises out of one or more of the following perils;

- i) Fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood inundation vii) earthquake
- vii) landslide, subsidence
- viii) pressure of snow, avalanche
- ix) volcanic eruption

Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any;
 - a) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - b) 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 paragraph 3;
- 2) 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, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) 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.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) 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.

Institute Radioactive Contamination Exclusion

This clause shall be paramount and shall override anything contained in this **Policy Booklet** inconsistent therewith:

In no case shall this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations from 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 of war 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.

Micro-Organism Exclusion

This **Policy Booklet** does not cover 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 but not limited to 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 **Insured Property**
- 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 but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns or to comply with the advice or order of any competent public or governmental authority or body.

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

Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Policy Booklet** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Policy Booklet** does not cover 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 **Underwriters** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy Booklet** the burden of proving that such loss is covered shall be upon **You**.

Nuclear Energy Risks Exclusion

This **Policy Booklet** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/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 reactor and nuclear power stations or plant.
- 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

This **Policy** shall not indemnify 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;

- i) fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood, inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

Sonic Bangs Exclusion

The insurance under this **Policy Booklet** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy Booklet** or any endorsement thereto it is agreed that this **Policy Booklet** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of **Terrorism** means an act, including but not limited to 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 for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss..

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense 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 and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this **Policy Booklet** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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 local authority.

General Conditions

The following Conditions are applicable to Sections 1 – 4 and Section 7 unless otherwise stated:

Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Underwriters**.

Asbestos

This **Policy** only insures asbestos physically incorporated in an insured building or structure, 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 **Defined Perils**:

Fire, lightning, explosion or aircraft (**Listed Perils**)

This coverage is subject to all limitations in the **Policy** to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this **Policy** for **Damage** by a **Listed Peril**.
- b) the **Listed Peril** must be the immediate sole cause of the **Damage** to the asbestos.
- c) the **Insured** must report to the **Underwriters** the existence and cost of the **Damage** as soon as practicable after the first **Listed Peril Damaged** the asbestos.

However, this **Policy** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover (whether for physical **Damage** business interruption delay of repair or other consequential loss) in respect of;

- i) wear and tear or inherent defect, quality or vice in or of any asbestos
- ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or 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**.

Cancellation

This **Policy** may be cancelled at any time at **Your** request by contacting **your** insurance agent.

If **You** cancel **Your Policy** before it is due to start, **We** will return any premium paid in full.

If **You** cancel after **Your Policy** has started, **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, or **We** will not return any premium paid upon cancellation of **Your Policy** if;

- a) A claim has occurred in the current **Period of Insurance**, or a claim is ongoing, or
- b) **Your Policy** is issued for a **Period of Insurance** of less than one year

Notwithstanding anything contained within the Survey Clause:

This **Policy** may also be cancelled by or on behalf of the **Underwriters** by 14 days notice given in writing to the **Insured** at the last known address, and the premium hereon shall be adjusted on the basis of the **Underwriters** receiving or retaining pro rata premium. Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter-post properly addressed.

Claims – Your Duties

Upon discovery of an event that may give rise to a claim **You** must comply with the reporting period set out in Page 8 and 9 of this **Policy Booklet** and;

- a) General applicable to all Sections;
 - i) take all practicable steps to recover property lost and otherwise minimise the claim
 - ii) inform the Police immediately and **Underwriters** within 14 days if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - iii) give all information and assistance the **Underwriters** may require in a timely manner

- b) Applicable to Section 1 - Buildings;

Within 30 days or such further time as the **Underwriters** may in writing allow, deliver to the **Underwriters** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of **Damage** as the **Underwriters** may reasonably require including any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any **Property** by Section 1 is to be reinstated or replaced by the **Underwriters**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

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

No claim under this Section shall be payable unless the terms of this condition have been complied with.

- c) Applicable to Section 2 - Rental Income

- i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Underwriters** may in writing allow at **Your** own expense deliver to the **Underwriters** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of rental income

- ii) **You** shall at **Your** own expense also provide the **Underwriters** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the **Underwriters** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Underwriters** immediately.

- d) Applicable to Section 3 - Property Owners Liability and Section 4 - Employers Liability

- i) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the **Underwriters**

- ii) immediately forward to the **Underwriters** every letter claim writ summons and process immediately upon receipt without acknowledgement

- iii) advise the **Underwriters** in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry.

Claims – Underwriters' Rights

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may without thereby incurring any liability or diminishing any of the **Underwriters'** rights under this **Policy** enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any property and deal with such property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** or not.

- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **Underwriters** have agreed to provide indemnity under this **Policy**, or

- c) in the event the amount of claim is reduced under the Claims & Remedy Condition:

- i) **Underwriters** shall retain their sole rights to conduct the claim including **Your** proportion but all defence costs shall be met by **Underwriters**, or

- ii) **You** may elect to conduct **Your** proportion of the claim and shall be responsible for **Your** own costs.

Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the wilful act or with **Your** connivance then **Underwriters** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by the **Underwriters** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated the **Underwriters** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Policy**.

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** shall give notice to **Underwriters** and pay an additional premium if required.

Subrogation

Any claimant under this **Policy** shall at the request and at the expense of the **Underwriters** 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 the **Underwriters**

The **Underwriters** 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 their own expense and for their own benefit any claim for indemnity or damages or otherwise.

Definitions

The following Definitions are applicable to Sections 1 – 4 and Section 7 unless otherwise stated:

Annual Gross Rentals

The **Gross Rentals** during the twelve months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Building(s)

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

- a) landlord's fixtures and fittings
 - b) annexes, gangways, outbuildings and extensions 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, re-roofing, and installation of cavity wall insulation.

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, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility owned or operated by the Insured or any other party.

Computer Virus

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a **Computer System** or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

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, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage(d)

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.

Defined Peril(s)

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 where machine or apparatus used for non-domestic purposes, internal pressure is due to steam only belonging to or under **Your** control
- d) aircraft or other aerial devices or articles dropped there from
- e) riot, violent disorder, 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 public authority
 - ii) arising from cessation of work
- f) theft or attempted theft
- g) earthquake
- h) storm excluding:
 - i) **Damage** by flood whether resulting from storm or otherwise
 - ii) **Damage** attributable solely to a change in the water table level
- i) flood excluding **Damage** attributable solely to a change in the water table level
- j) overflowing, discharge or leaking of any sprinkler apparatus
- k) escape of water from any tank, apparatus or pipe
- l) 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 aerals

Employee(s)

Any person under a contract of service or apprenticeship with **You** including:

- a) Any person who is hired to or borrowed by **You**
- b) Any person engaged in connection with a work experience or training scheme
- c) Any labour master retained by **You** or person supplied by him
- d) Any person engaged by **Your** labour only sub contractors
- e) Any self-employed person working on a labour only basis under **Your** control or supervision
- f) Any voluntary helper

all while working for **You** in connection with the **Business**

Excess

The first part of each and every loss which **You** must bear after the application of any condition of average.

Glass

All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, 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**.

Gross Rentals

The money paid or payable to **You** for tenancies and associated income derived from the letting of the **Premises**.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.

Injury

Bodily injury, death, disease, illness or nervous shock.

Insured(s)/You/Your

The firm, company, entity or individual named in the **Schedule**.

Insured Event

A claim **You** have made under a section of this **Policy** for which **Underwriters** have agreed to provide indemnity.

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 **Underwriters**.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Outstanding Debit Balances

The total amount due to **You** at the date of the **Damage** less bad debts.

Period of Insurance

The period of insurance specified in the **Schedule**

Policy/Policy Booklet

The entirety of the policy booklet, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the policy coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the policy shall be construed as referring to the entire policy

Pollution or Contamination

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to, (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
- b) All loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Premises

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

Property Insured

The **Buildings** and **Landlords Contents** at the **Premises**, if and to the extent they are included in the **Schedule**.

Proposal

The **Proposal** Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to the **Underwriters** by **You** or on behalf of **You**.

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.

Schedule(s)

The **Schedule** specifying the terms and extent of this **Policy**.

Standard Gross Rentals

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

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

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man & Eire.

Terrorism

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unoccupied

When the **Premises** (or any part thereof) are closed for trade, untenanted and/or not resided at for a period in excess of 30 consecutive days

Underwriters/We/Us

Great Lakes Insurance UK Limited

COMPLAINTS PROCEDURE

The following Complaints Procedure is applicable to Sections 1 – 4 and Section 7 unless otherwise stated:

How to complain

Our aim is to provide all our customers with a first-class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact the insurance broker who arranged the policy for **you**.

If **your** complaint is about a claim, **you** should refer the matter to the ERGO claims team at MPL Claims Management Ltd;

MPL Claims Management Ltd

The Octagon

Middleborough

Colchester

CO1 1TG

E Mail: ergo@mplclaims.com

Telephone: 0345 060 0014

If **your** complaint is about anything else, **you** should refer it to ERGO UK Specialty, whose contact details are:

Complaints Manager

ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited

Munich Re Group Offices

13th Floor

10 Fenchurch Avenue

London,

EC3M 5BN

Telephone: 020 3003 7130

E-mail: complaints@ergo-specialty.co.uk

The Complaints Manager will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that we need more time for our investigation.

If you remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving our final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service

Exchange Tower

London

E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk. The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. a business which has a group annual turnover of less than £6.5m and fewer than 50 staff at the time the complainant refers the complaint to the respondent or an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent, or
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance UK Limited cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

AUTHORISATION & REGULATION

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

ERGO UK Specialty and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide

PRIVACY NOTICE

The following Privacy Notice is applicable to Sections 1 – 4 and Section 7 unless otherwise stated:

The privacy and security of **Your** personal information is very important to Great Lakes Insurance UK Limited (**Us**). The details provided here are a summary of how **We** process – that is collect, use, share, transfer and store – **Your** information.

If you have any questions relating to the processing of your information, contact:

Head of Compliance

ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited
Munich Re Group Offices
13th Floor
10 Fenchurch Avenue
London,
EC3M 5BN
Telephone: 020 3003 7444
E-mail: complaints@ergo-specialty.co.uk

Collection of data

We may collect a range of personal and business information supplied by **You** or third parties on **Your** behalf. This information may include the following: basic personal details such as **Your** name, address, telephone number, date of birth or age, gender, marital status, and additional information about **Your** insurance requirements, such as details of **Your Business**.

If necessary **We** may also need to collect and process sensitive personal information relating to individuals who may benefit from the Policy, such as medical history, credit history and/or disclosures about previous unspent criminal convictions.

We will always attempt to explain clearly when and why **We** need this information and the purposes for which **We** will use it and where necessary **We** will obtain **Your** explicit consent to use sensitive personal data.

We may also collect data about **You**, **Your Business** or the property **We** insure from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/ or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal data about others

We may collect data about other individuals, such as **Employees**, family, or members of **Your** household. If **You** give **Us** information about another person, it is **Your** responsibility to ensure and confirm that **You** have told that person why and how the **We** use personal data and that **You** have that person's permission to provide that data (including any sensitive personal data) to **Us** and for **Us** to process it.

Our uses of data

We use the data **We** collect to operate **Our** business and provide the products **We** offer. The information **We** collect may be used for (amongst other purposes) the following: to assess **Your** application for a quote or product; to evaluate the risk **You** present; to verify **Your** identity; to administer **Your** Policy and deliver **Our** services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, **We** may also use data for the following purposes: to collate **Your** Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your data

If **You** request a quote, or purchase a product, **Your** personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within **Our** administrative structure.

Your data may be disclosed when **We** believe in good faith that the disclosure is required by law; necessary to protect the safety of **Our** employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Employers' Liability Tracing Office

If **Your** Policy provides Employers' Liability cover, information relating to **Your** insurance Policy will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database, in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011 and subsequent Instruments.

The ELTO database assists individual claimants who have suffered an injury or disease arising out of their course of employment whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers:

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. The database is managed by the ELTO and further information can be found on the ELTO website <http://www.elto.org.uk>.

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or **We** have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

We will only keep data for as long as it is necessary to continue providing **Our** products and services to **You** and/or to fulfil **Our** legal and regulatory obligations. Please refer to **Our** full Data Privacy Notice for more information.

Data Subject Rights

You have a number of rights in relation to the information **We** hold about **You**. These rights include but are not limited to the right to a copy of **Your** personal information **We** hold; to object to the use of **Your** personal information; to withdraw any permission **You** have previously provided; and to complain to the Information Commissioner's Office at any time if **You** are not satisfied with **Our** use of **Your** information. For a more complete list of **Your** rights please refer to the full Data Privacy Notice.

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

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which the **We** process data from those described at the time of collection, **We** will post a notice on **Our** websites.

Section 5 – Identity Fraud and Personal Cyber

This section only applies if an Indemnity Limit for Identity Fraud is shown on Your Schedule.

Family Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This section of **Your cover** is managed and provided by Arc Legal Assistance Limited and has its own set of definitions which can be found on page 42. The insurance elements of this section are underwritten by AmTrust Europe Limited, on whose behalf **We** act.

ASSISTANCE HELPLINE SERVICES

Cyber Support Helpline

You can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the **Period of Insurance**.

Simply telephone **0333 234 2678** and quote "Modus Insurance".

For Our joint protection telephone calls may be recorded and/or monitored

Legal Helpline

You can use the helpline service which operates 24 hours a day, seven days a week to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, which arises during the **Period of Insurance**.

Simply telephone **0344 770 1044** and quote "Modus Insurance".

For Our joint protection telephone calls may be recorded and/or monitored.

Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Lifestyle Counselling Helpline on **0344 770 1036** or **You** can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where **You** will be required to enter a username and password which is available from **Your** broker.

LEGAL COSTS INSURANCE

For Personal Identity Fraud and Social Media Defamation sections of cover:

If a claim is accepted under this section of **Your** insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings, or a **Conflict of Interest** arises, and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:

If a claim is accepted under this insurance, **We** will appoint **Our Adviser** to handle **Your** claim. **You** are not covered for any other representatives' fees.

Your Personal Cyber covers **Costs** as detailed under the separate sub-sections of cover, up to the **Maximum Amount Payable** where:

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This section of **Your** insurance does not provide cover where something **You** do, or fail to do, prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under this section of **Your** Insurance and no exclusions apply then it is vital that **You** comply with the conditions of this section of **Your** insurance in order for **Your** claim to proceed. The conditions applicable to this section of **Your** insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this section of **Your** insurance are:

1. Prospects of Success - applicable to Personal Identity Fraud and Social Media Defamation only:

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case. (This condition does not apply to the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover)

2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it 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 extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

4. Freedom of Choice - applicable to Personal Identity Fraud and Social Media Defamation only:

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

DEFINITIONS

Where the following words appear in bold within this section of **Your** insurance they have these special meanings.

Adviser	<p><u>For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:</u></p> <p>Our specialist cyber security adviser or their agents appointed to act for You</p> <p><u>For Personal Identity Fraud and Social Media Defamation sections of cover:</u></p> <p>Our specialist panel solicitors or accountants (or their agents) appointed by Us to act for You, or (subject to Our agreement) where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You.</p>
Advisers' Costs	<p><u>For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:</u></p> <p>Costs to employ the services Our specialist cyber security adviser or their agents.</p> <p><u>For Personal Identity Fraud and Social Media Defamation sections of cover:</u></p> <p>Legal or accountancy fees and disbursements incurred by the Adviser.</p>
Adverse Costs	Third party legal costs awarded against You which shall be paid on the Standard Basis of Assessment provided that these costs arise after written acceptance of a claim.
Computer	A personal computer that You own, use or control, that is permanently kept within Your main residence
Computer Virus	A program or piece of code which is often capable of copying itself and which causes damage to systems or Data .
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Costs	Standard Advisers' Costs and Adverse Costs .
Credit Monitoring Facility	A provider of services which periodically reviews an individual's or an organisation's credit reports for accuracy and changes, tracking potentially fraudulent activity.
Cyberattack	<ul style="list-style-type: none"> - Malicious deletion, corruption, unauthorised access to, or theft of data - Damage or disruption caused by a Computer Virus, hacking or denial of service attack; affecting Your home systems.
Data	<ul style="list-style-type: none"> - In relation to a Cyberattack: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs - In relation to this policy outside of a Cyberattack: data as defined by Data Protection Legislation
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .
Electronic Devices	Any personal computing or personal electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.
Identity Fraud	A person, or group of persons, knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit, or assist another to commit, an illegal act.

Insured Event	The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this section of Your insurance.
Insurer	AmTrust Europe Limited.
Legal Action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	<p>For Personal Identity Fraud and Social Media Defamation sections of cover, We will pay up to £100 per hour plus VAT up to a maximum amount payable of £25,000 in respect of an Insured Event.</p> <p>For all other sections of cover, We will pay up to a maximum amount payable of £25,000</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Period of Insurance	This section of Your insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Ransomware	A system attack which allows a hacker to infiltrate Your Electronic Device(s) , encrypt Your Data , and demand payment of a ransom in exchange for decryption of Your files.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents as defined in the Maximum Amount Payable and may, at Our discretion, vary from time to time.
Standard Basis of Assessment	The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.
Territorial Limits	<p><u>For Personal Identity Fraud and Social Media Defamation sections of cover:</u></p> <p>The United Kingdom, the Channel Islands and the Isle of Man.</p> <p><u>For the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:</u></p> <p>Be aware that while the Cyberattack can occur from anywhere in the world, You and Your Electronic Device(s) must be in the United Kingdom when the Cyberattack occurs.</p>
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	Cover also applies to Your family members' resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.

COVER

Personal Identity Fraud

What is covered

Costs to pursue actions within the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or group of people:

- to defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**
- to deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- in order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

What is not covered

Claims:

- where **You** have not been the victim of **Identity Fraud**
- where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- where the **Identity Fraud** has been carried out by somebody who is living or has lived with **You**
- for **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

Social Media Defamation

What is covered

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not covered

Claims where **You** are not aged 18 years or over.

Crisis Response & Incident Management

What is covered

Costs incurred for **Our Adviser** to provide advice and assistance:

- For an initial assessment of a **Cyberattack** **You** have suffered, including the immediate action **You** need to take
- Where **You** have suffered a financial loss as a result of a **Cyberattack**
- To assist in notifying the authorities of a **Cyberattack** against **You** when appropriate to do so
- For responding to **Ransomware**, including the threat of a **Cyberattack** against **You**, or the unauthorised use of **Your** personal data stored on **Your Electronic Devices**
- If, as a result of a **Cyberattack** against **You**, **You** are accused of:
 - Misuse of third party **Data**
 - Transmitting a **Computer Virus** to a third party
 - Causing loss of reputation to a third party or breaching a third party's intellectual property rights

Restoration

What is covered

Costs incurred for **Our Adviser** to provide advice and assistance for restoring **Your Electronic Devices** to the state they were in prior to a **Cyberattack**.

Credit Monitoring

What is covered

Reimbursement of the costs **You** incur for a 12 month subscription to a **Credit Monitoring Facility**, following a **Cyberattack**.

GENERAL EXCLUSIONS RELATING TO THIS SECTION OF YOUR INSURANCE

1. There is no cover where:

- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- an estimate of **Advisers' Costs** of acting for **You** is more than the amount:
 - (i) in dispute; or
 - (ii) to restore your **Electronic Devices**. At **Our** discretion, **We** may contribute towards the cost of reimbursing any outlay **You** have for restoring **Your Electronic Devices** in these circumstances.
- **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- **Your** insurers repudiate the insurance policy or refuse indemnity
- The **Cyberattack** was caused by an illegal activity **You** undertook
- The **Cyberattack** occurred whilst **You** and /or **Your Electronic Devices** were outside of the United Kingdom
- The **Cyberattack** has arisen from war or nuclear risks

2. There is no cover for:

- claims over loss or damage where that loss or damage is insured under any other insurance
- claims made by, or against, **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- any claim **You** make which is false or fraudulent or exaggerated
- defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- **costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:

- a dispute between **You** and someone **You** live with or have lived with
- **Your** business trade or profession other than as an **Employee**
- an application for a judicial review
- defending or pursuing new areas of law or test cases

4. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of **Your** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it 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.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this section of this contract 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 other than by virtue of this Act.

CONDITIONS

1. Claims conditions for: Critical Response & Incident Management, Restoration and Credit Monitoring

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within 12 hours of **You** becoming aware of the incident (within 7 days for any claims against **You**). There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted.
- c) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- d) **You** shall supply all information requested by the **Adviser** and **Us**.
- e) **You** shall not admit any liability for any claims against **You** resulting from a data breach without consent from **Our Adviser's**.
- f) **You** must ensure that password protection is enabled on all of **Your Electronic Devices** that you own, use or control, and can demonstrate that appropriate security controls are adhered to.
- g) **You** must ensure that basic security software is in place on all **Computer** hardware you own, use or control, including Anti-Virus and Firewall software

2. Claims Conditions for all other sections of cover

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** may reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- d) The **Adviser** will:-
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any Judgment obtained.
 - ii) keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) keep **Us** advised of **Advisers' Costs** incurred.
 - iv) advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
 - i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

3. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

GENERAL CONDITIONS

1. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

2. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3. Fraud

In the event of fraud, the **Insurer**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

4. Other Insurances

If any claim covered under this section of Your insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, the **Insurer** will only pay its share of the claim even if the other insurer refuses the claim.

5. Cancellation

Your **right to cancel**:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser. The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

6. English Law and Language

This section of the contract is governed by English Law and the language for contractual terms and communication will be English.

7. Change in Law

Cover under this section of the policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the:

- (a) Cyber Support Helpline for the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover; or
- (b) **Legal Helpline** for the Personal Identity Fraud and Social Media Defamation sections of cover.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to notify **Us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**. Please note that any avoidable delay in notifying any claim may result in a claim being declined.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. Data Protection

Arc Legal Assistance and the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk and www.amtrusteurope.com

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
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

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **it** fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Section 6 – Key Protection

This is the Key Protection Section which sets out the terms and conditions of **your** cover and it is important that you read it carefully. If there is anything **you** do not understand, please contact **your retail broker**.

This insurance has been arranged by Modus Underwriting Limited and is underwritten by Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imtida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916). Details about the extent of **our** regulation by the Prudential Regulation Authority are available from **us** on request. Annual reports on **our** solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

Modus Underwriting Limited is the intermediary offering products and services from various insurers and is authorised and regulated by the Financial Conduct Authority under firm reference 663522. Modus Underwriting Limited is registered in England (Company Number: 09269358).

The claims helpline is operated by Soter Professional Services Ltd who are authorised and regulated by the Financial Conduct Authority under firm reference 570538.

Important

Soter Professional Services Ltd will provide **you** with assistance by arranging **key** or **lock** repair or replacement, the opening of safes or onward transportation as appropriate.

What is covered?

In the event of an **insured incident** at **your insured premises**, **we** will reimburse **you** up to the section limit stated and Soter Professional Services Ltd will assist with arrangements for replacing **your key(s)** and **lock(s)**, the opening of safes or onward transportation.

Definitions

The following terms have the meaning given below wherever they appear in **bold** in this section.

1. **Administrator**
Modus Underwriting Limited.
2. **Claims Handler**
Soter Professional Services Ltd.
3. **Insured Incident**
An incident or event or the first in a series of incidents or events which leads to a claim under this insurance and where the **claims handler** has agreed to provide cover under the terms and conditions of this insurance.
4. **Insured Premises**
The insured address(es) as stated in **your policy schedule** in the United Kingdom.

5. Insurer/We/Us/Our

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

6. Keys

The **key(s)** or **key** cards for **your vehicle** (including reprogramming of immobilisers and alarms) and **insured premises** (including security safe).

7. Locks

The **locks** associated to the **keys** covered under this section.

8. Property Insurance Policy

The commercial, landlord or household insurance policy that has been issued to **you** by Modus Underwriting Limited, as stated in **your insurance policy schedule**.

9. Policy Schedule

The insurance document issued to **you** by Modus Underwriting Limited which forms part of this policy.

10. Period of Insurance

This section will run concurrently with **your property insurance policy** for a maximum of 12 months which ends on the cancellation or expiry date of **your property insurance policy**, whichever date occurs first.

11. Policyholder

The person named on the **policy schedule**.

12. Policy Limit

The total amount payable under this section, in respect of each **insured incident** and in total for **all insured incidents** in any **period of insurance** is £500 including VAT.

13. Retail Broker

The retail broker who sold **you** this policy.

14. Stranded

If **you** are stranded more than five (5) miles from the **insured premises**.

15. Territorial Limits

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

16. Vehicle

Private motor vehicle, light commercial vehicles (up to a weight of 3.5 tonnes), motorbikes, motor home or mobility scooter.

17. You/Your

The person named on the **policy schedule** or any immediate member of the **policyholder's** family residing at the same address as the **policyholder** during the **period of insurance**.

Insured incidents

If during the **period of insurance** and within the **territorial limits**, a **key(s)** is stolen, damaged or lost, **we** will pay up to the sum insured, in accordance with the following –

1. Theft, damage, or loss of **your key(s)** - If **your key(s)** are stolen, damaged or lost, **you** must report this to the **claims handler** who will arrange for a suitable contractor to attend. All stolen **key(s)** must be reported to the police and a crime reference number obtained. If **your key(s)** are found, **we** will contact **you** to discuss the appropriate action.

2. Broken or locked in **key(s)** - If **your key(s)** are locked in **your** vehicle or **insured premises** or broken in any **lock** denying **you** access to **your insured premises** or **vehicle**, **you** must report this event to the **claims handler** who will arrange for a suitable contractor to attend. **We** will cover the charges up to **the policy limit** including up to three (3) replacement **insured premises key(s)**, up to 2 replacement **vehicle key(s)**, or repair or **replacement** of the damaged **lock**.
3. **Stranded** due to theft, damage or loss of **your keys** - If **you** are **stranded** as a result of theft or loss of **your vehicle keys** and have no access to **your vehicle**, **we** will pay £75 per day including VAT for **vehicle** hire, for up to three (3) days. As an alternative, reasonable costs where public transport or taxi fares incurred may be reimbursed. The **claims handler** must be notified of any alternative transportation costs prior to them being paid, and any car hire must be arranged directly through them.

How to make a claim

Please read the **insured incidents**, claims conditions and what **we** will not cover sections to ensure **your** claim is covered under the terms of this section.

If **you** believe **your** claim to be valid, please telephone the **claims handler** on 01480 597417 as soon as possible and assistance will be arranged for **you**.

Please note - all stolen **key(s)** must be reported to the police and a crime reference number obtained.

Claims conditions

1. A lost or stolen **key(s)** or **key(s)** locked in **your vehicle** or at the **insured premises** or broken in a **lock** must be reported to the **claims handler** on 01480 597417 as soon as possible, and in any event within thirty (30) days from the date **you** first knew about the **insured incident**. The **key** helpline is open 24 hours a day, 7 days a week, 365 days of the year.
2. The police must be notified of all stolen **key(s)** as soon as possible and a crime reference number obtained.
3. Claims for reimbursement of public transport or taxi fares will be assessed individually. For journeys of fifteen (15) miles and over, the mode of transport should usually be a bus or train unless **you** are physically unable to use public transport. For other journeys, usually, up to fifteen (15) miles, a taxi would be acceptable. All receipts and tickets for the driver and any passengers must be retained.
4. **You** must take reasonable care to avoid anything which may result in a claim under this section.

What we will not cover

1. Claims arising outside the **period of insurance** or from events that occurred more than thirty (30) days ago and more than thirty (30) days before the date **you** reported the claim to the **claims handler**.
2. Any claim for theft of **key(s)** which are not reported to the police and where a crime reference number has not been obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any car hire not arranged via the **claims handler**.
5. Any claim for replacing **lock(s)** when only parts need changing.
6. Any claim for damage to **lock(s)** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
7. Any claim for additional or duplicate **key(s)** in excess of 3 replacement **insured premises key(s)**, or 2 replacement **vehicle key(s)**.
8. Any claim for loss or damage caused by any act of war, invasion or revolution.
9. **Lock(s)** that are damaged prior to the loss or theft of **key(s)**.
10. Replacement **lock(s)** or **key(s)** of a higher standard or specification than those replaced.
11. Charges or costs incurred where the **claims handler** arranges for the attendance of a contractor at a particular location, and **you** fail to attend.
12. Charges or costs incurred where **you** make alternative arrangements with a third party once the **claims handler** has arranged for a contractor to attend a particular location unless otherwise agreed by **us**.
13. **We** will not provide cover, pay any claim or provide any benefit if doing so 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.

Termination of cover

This insurance cover shall automatically terminate upon the first to occur of the following:

- The expiry of the **period of insurance**;
- Upon a change of address(es) from the one(s) stated on **your policy schedule** where **we** have not been informed;
- Upon cancellation of the policy by **you** or **us**;
- If **you** do not pay the premium; or
- If **your property insurance policy** is cancelled for any reason.

Cancelling this section

This section of cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section.

Changing your address

If **you** change **your** address(es) from the one(s) stated on **your** policy schedule **you** must advise **your retail broker** immediately.

Applicable Law

This section shall be subject to the law of England and Wales, unless **we** and **you** agree otherwise.

Fraud

All cover under this insurance is forfeited if a fraudulent claim is made by **you**.

Privacy and Data Protection Notice

Fortegra Europe Insurance Company SE (the Data Controller) is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data.

How We Use Your Personal Data

We may use the personal data **we** hold about **you** for the purposes of performing **your** contract of insurance, this includes providing insurance that **you** request of **us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing, or statistical purposes. **We** may collect and use special categories of data from **you** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) DPA 2018. **We** may also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **your** personal data to destinations outside of the United Kingdom or the European Economic Area. Where **we** transfer **your** personal data outside of the United Kingdom or the European Economic Area, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Policy, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** require more information or have any questions concerning **our** use of **your** personal data, **our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imnsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

Personal information

By purchasing these products and services, **you** agree that **your** Policy Retailer, Modus Underwriting Ltd and the insurer may:

- a) Disclose and use information about **you** and **your** insurance cover to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) Monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) Undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, Modus Underwriting Limited and the insurer have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Modus Underwriting Limited, please write to:

Modus Underwriting Limited, Walsingham House, Ninth Floor, 35 Seething Lane, London, EC3N 4AH

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about how **your property insurance policy** was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service you received, please contact **your retail broker**.

If **your retail broker** cannot settle **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service using the details below.

Questions or complaints about the handling of your claim

If **you** have a question or concern about the handling of a claim **you** should, in the first instance, contact the **claims handler** by:

Email: complaints@soterps.com, or

Telephone on 01480 597417

Or alternatively **you** can write to the **claims handler** at

Soter Professional Services Ltd, Discovery House, Norwich, NR4 6EJ

The **claims handler** will acknowledge **your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **claims handler** cannot resolve **your** complaint within this period, they will notify **you** in writing to confirm the reasons why. In this case, or if **your** complaint is not resolved to **your** satisfaction, the **claims handler** will advise **you** of **your** rights to refer your complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **you** to have followed the above procedure before they accept **your** case.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

THIRD PARTY RIGHTS

Except where otherwise required by law, **you** and **we** have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this section.
- **You** and **we** can rescind or vary the terms of this contract without the consent of any third party to this section, who might seek to assert that they have rights under this section.

MISINFORMATION

When applying for insurance, varying **your** cover, or submitting a claim, **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **your** policy or the payment of **your** claim.

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this section.

The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

Your statutory rights are not affected if **you** do not follow the complaints procedure above.

For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Section 7 – Terrorism

This section only applies if shown as Included on Your Schedule.

Definitions for Section 7 – Terrorism

Act of Terrorism

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

Business Interruption

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

Computer Systems

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

Damage

Damage shall mean accidental loss or destruction of or damage to the **Property Insured**.

Data

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

Denial of Service Attack

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

Event

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

Great Britain

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

Hacking

Unauthorised access to any **Computer System**, whether the property of the **Insured** or not.

Nuclear Installation

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

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

Nuclear Reactor

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

Phishing

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

Virus or Similar Mechanism

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

Cover

In of the payment of the Premium in respect of the **Period of Insurance**, the cover provided under the Sections shown under the Terrorism Section of the **Schedule** of this **Policy** is extended to include **Damage** to the **Property Insured** or **Business Interruption** where covered in **Great Britain** occasioned by or happening through or in consequence of an **Act of Terrorism**.

Provided that;

- a) the insurers liability in respect of all losses for any one **Event** shall not exceed in the whole the Total **Sum Insured** or the **Sum Insured** in respect of each item or any other **Limit of Liability** as stated herein or in the **Schedule**;
- b) the insurance by this Section is subject to the Exclusions stated below

Exclusions

What is not covered:

1) War and Allied Risks

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2) Digital and Cyber Risks

Any losses whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

- a) damage to or the destruction of any **Computer System**; or
- b) any alteration, modification, distortion, erasure or corruption of **Data**

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

Proviso to Exclusion 2):

Exclusion 2) will not apply to **Damage** to the **Property Insured** or **Business Interruption** where covered in **Great Britain** occasioned by or happening through or in consequence of an **Act of Terrorism** solely to the extent that such **Damage** or **Business Interruption**:

- a) results directly (or, solely as regards b) iii) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- b) comprises:
 - i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property Insured** by the **Insured**; or
 - ii) the amount of **Business Interruption** loss suffered directly by the **Insured** itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **Property Insured** by the **Insured** or as a direct result of denial, prevention or hindrance of access to or use of the **Property Insured** by that **Insured** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property Insured** by the **Insured** to which access is affected; or
 - iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **Insured** to avoid or diminish such loss; and
- c) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

- d) The meaning of **Property** for the purposes of this Proviso shall exclude:
- i) any money (including **Money** as defined elsewhere in the **Policy**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
 - ii) any **Data**.
- e) Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph b) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or **Business Interruption** loss directly resulting from damage to or destruction of such **Property** and otherwise falling within sub-paragraphs a) and b) above from being recoverable under this Section. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Section.

3) Nuclear Installation or Nuclear Reactor

This insurance does not cover any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

4) Residential Property

This insurance does not cover any land or building which is occupied as a private residence or any part thereof which is so occupied, unless:

- a) insured under the same **Policy** as the remainder of the building which is not a private residence and the commercial element of the building exceeds 20% by area of the building; or
- b) not insured in the name of an individual.

For the purpose of this exclusion, a trustee, beneficiary, executor of a will or sole trader is not deemed to be an individual unless they occupy the premises or any part thereof as their own private residence.

Clauses & Conditions that apply to Section 7 – Terrorism

- 4.1 In any action or other proceedings where the Insurer alleges that any **Damage** or loss resulting from **Damage** is not covered by this Section the burden of proving that such **Damage** or loss is covered shall be upon **You**.
- 4.2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to this Section.
- 4.3 If this Policy is subject to any Long Term Agreement/Undertaking, it does not apply to this Section.
- 4.4 The cover provided by this Section is subject to a maximum **Period of Insurance** of 12 months from the Effective Date or any subsequent Renewal Date of this **Policy**. Any subsequent period of cover of 12 months (or part thereof) provided by this Section is deemed to constitute a separate **Period of Insurance**, provided that:
 - a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this **Policy**;
 - b) the renewal premium due in respect of this Section has been received by the Insurer.

Subject otherwise to all the terms and conditions of this **Policy**.

Section 8 – Legal Expenses

This section only applies if shown as Included on Your Schedule:

Section Contents

1. Who are Arc Legal Assistance
2. Explanation of Legal Expenses Insurance
3. Summary of this section
4. How to make a claim
5. Important Conditions
6. Cover
7. General Exclusions
8. General Conditions
9. Customer Service

1. Who are ARC Legal Assistance?

This cover is insured by AmTrust Europe Limited and administered by Arc Legal Assistance.

Arc Legal Assistance is one of the leading providers of Legal Expenses Insurance in the United Kingdom. Details of who **We** are and what **We** do can be found here: <http://www.arclegal.co.uk/>

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

2. Explanation of Legal Expenses Insurance

Commercial legal expenses insurance is used to cover **You** against the costs of:

- a) legal advice;
- b) preliminary legal steps in order to negotiate a pre-**Proceedings** solution;
- c) **Awards of Compensation**;
- d) legal representation in **Proceedings**; and/or
- e) **Attendance Expenses** for officers or **Employees** to attend **Proceedings**.

3. Summary of this section

This policy is designed to provide cover to **You** in the event that **You** need legal assistance arising under one of the following sections of cover:

- Employment Disputes and Compensation Awards
- Prosecution Defence for Employers and Employees
- Contract
- Property Damage
- Property Infringement
- Tax Disputes
- Tenant Eviction
- Criminal Prosecution
- Squatters Eviction
- Rent Guarantee

See the 'Cover' section for further details.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Adviser's** fees unless court **Proceedings** are issued, or a **Conflict of Interest** arises. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Legal Costs and Expenses** payable by **Us** are limited to no more than (a) **Our Standard Legal Costs and Expenses**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

4. How to make a claim

A. Telephone Helplines

Legal Expenses Helpline:

The **Legal Expenses Helpline** service may be used to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone **0344 770 1040** quoting "**Modus Property Owners Legal Helpline**" and ask to speak to a legal **Adviser**. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

B. How to make a claim – Employment Cover

You will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

There will be no cover under this policy unless **You** have either:

1. Followed the formal **ACAS** procedure; or
2. You have sought and followed the advice of the **Legal Expenses Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Expenses Helpline**:
 - a) prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
 - b) prior to **Dismissal** of an **Employee**;
 - c) prior to notifying an **Employee** of their intended retirement date or retiring an **Employee**;
 - d) prior to instituting a redundancy programme and prior to making an **Employee** redundant;
 - e) upon notification formally or informally of a grievance from an **Employee** or ex-**Employee**;
 - f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
 - g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration);
 - h) immediately an **Employee** walks out with or without written notice;
 - i) upon receipt of an appeal from an **Employee** or ex-**Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss
 - j) arising out of or in connection with any business transfer or purported business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- a) If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Expenses Helpline**. This must be done immediately because of the statutory 28 days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your Adviser**. Upon request, **You** must complete a claim form by visiting <https://claims.arclegal.co.uk> and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.
- b) If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Expenses Helpline**, not later than 7 days from the request and prior to the statement being given.
- c) If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the **Legal Expenses Helpline** first and follow their advice.

C. How to make a claim – Prosecution Defence for Employers and Employees – Health and Safety Prosecutions

There will be no cover under this **Policy** unless **You** have sought and followed the advice from the **Legal Expenses Helpline** as to the procedure to be adopted and has received specific authorisation:

1. becoming aware of an event which could lead to a prosecution being brought under health and safety legislation; or
2. being contacted by the Police or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

D. How to make a claim – Tax

There will be no cover under this **Policy** unless **You** have obtained specific authorisation from the **Legal Expenses Helpline** and then sought and followed the advice as to the procedure to be adopted on receiving:

- a) a written decision, notification of dissatisfaction or assessment issued by HM Revenue & Customs following an examination of **Your** books, records or accounts;
- b) a notification in writing by the relevant authority of an HM Revenue & Customs enquiry, investigation or dispute;
- c) an enquiry following a control visit by HM Revenue & Customs into the operation of PAYE and NIC resulting in a letter of dissatisfaction with **Your** affairs;
- d) an enquiry conducted into the status of **You** under the Social Security Contributions (Intermediaries) Regulations 2000 and/or the Welfare Reform and Pensions Act 1999 and/or the Finance Act 2000;
- e) an enquiry by HM Revenue & Customs into **Your** self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 together with a request to examine **Your** books and records; or
- f) an enquiry by HM Revenue & Customs which is limited to one or more specific aspects of the **Customer's** self-assessment Return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all **Your** books and records.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

E. How to make a claim – Tenant Eviction, Criminal Prosecution, Squatters Eviction and Rent Guarantee

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

Any **Rent** arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. **You** may be required to complete a continuation claim form before each **Rent** claim payment is made.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

F. How to make a claim – All other sections of cover

Potential claims must be notified to **Us** by telephoning the **Legal Expenses Helpline** and before instructing an **Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days, and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Expenses Helpline**. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

5. Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Claims made

This is a "Claims Made" insurance contract which means it only covers claims notified to **Us** during the **Period of Insurance** and within 180 days, of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Legal Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Legal Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Employment Matters

There will be no cover under this policy unless **You** have either sought and followed:

- a) the formal **ACAS** procedure; or
- b) the advice of the **Legal Expenses Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Expenses Helpline** in relation to employment matters.

See the 'How to make a claim – Employment' section for further details.

Duty of Fair Presentation

You are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

6. Cover

This insurance provides indemnity in respect of **Legal Costs and Expenses** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days, of occurrence
- b) The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

This section is broken down into two sections: Definitions and Sections of Cover. The Definitions section sets out the meaning of important terms which will be used throughout this section. Wherever **You** see a term highlighted in this section, it refers to a definition contained in that section. If a term is defined in the main policy and in the Legal Expenses Definitions section the term in the Legal Expenses Definitions section will be used for this section. The Sections of Cover sets out in detail what **You** are and what **You** are not insured against. Read this carefully together with the exclusions and conditions of this policy before **You** make a claim.

DEFINITIONS

The following definitions apply to Section 8 of this Policy:

ACAS The Advisory, Conciliation and Arbitration Service which provides free and impartial information and advice to employers and **Employees** on all aspects of workplace relations and employment law.

Adviser **Our** panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal **Adviser** nominated by **You**.

Aggregate Amount Payable The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Amount Payable** is £500,000.

Attendance Expenses Means the actual loss of earnings of any **Employee**, or other officer of **Yours** for the period they are absent from work to attend at any court or tribunal hearing either:-

- a) As a witness on **Your** behalf and at the request of the **Adviser** in respect of a matter involving a valid claim under this insurance;
- b) As a party to the **Proceedings** and at the request of the **Adviser** in respect of a matter involving a valid claim under this insurance;

For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

The maximum payable in respect of one eight hour period shall be £100 per person.

Awards of Compensation Basic and compensatory **Awards of Compensation** which **You** must pay as a result of judgment in a dispute under legislation following a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover; or

An out-of-court settlement of a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover or to which **We** have given **Our** prior written consent.

Business Premises The **Business Premises** declared to and accepted by **Us**.

Computer A personal computer that **You** own, use or control, that is permanently kept within **Your** main residence

Computer Virus	A program or piece of code which is often capable of copying itself and which causes damage to systems or Data .
Conditional Fee Agreement	An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Cyberattack	<ul style="list-style-type: none"> - Malicious deletion, corruption, unauthorised access to, or theft of data - Damage or disruption caused by a Computer Virus, hacking or denial of service attack; affecting your home systems.
Data	<ul style="list-style-type: none"> - In relation to a Cyberattack: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs - In relation to this policy outside of a Cyberattack: Data as defined by Data Protection Legislation
Data Controller	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .
Deposit	The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement . A minimum amount equal to one month's Rent must be retained as the Deposit .
Dilapidations Inventory	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant .
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Dismissal	<p>The termination of an Employee's Contract of Employment by:</p> <ol style="list-style-type: none"> a) You, giving notice to the Employee; b) You because of an Employee's gross misconduct; c) The expiry of a limited-term without renewal; d) An Employee by reason of Your conduct. <p>Any Dismissals must be handled in accordance with the advice provided by the Legal Expenses Helpline or the formal ACAS procedure.</p>
Director	Your Director(s) including executive officers.
Electronic Devices	Any personal computing or personal electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.
Employee/Your Employee(s)	Any person who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment with You in connection with the business insured under this policy.

Excess	The sum payable by You as a contribution towards the costs incurred arising from any claim made under this insurance as stated below: Rent Guarantee: An amount equal to one months' Rent All other sections: £Nil
Guarantor	The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement .
HMRC	H.M. Revenue and Customs in the United Kingdom.
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. <u>Employment</u> In employment disputes the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form. <u>Tax</u> In accountancy matters the Insured Event arises on the date that You or Your Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate. <u>Criminal Proceedings</u> In criminal cases the Insured Event will be the date that You commenced or are alleged to have commenced to violate the criminal law in question. For the purposes of the Limit , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insured Property	The Insured Property shown in the Insurance schedule and declared to Insurers .
Insurers	AmTrust Europe Limited.
Legal Costs and Expenses	Reasonable unrecovered fees and disbursements properly and necessarily incurred by the Adviser with Our prior written authority and any costs incurred by a third party, on the standard basis of any Proceedings , for which You may be made liable by order of a court or by agreement.
Legal Expenses Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	The Maximum Amount Payable by Us in respect of an Insured Event , subject to the Aggregate Amount Payable . The Maximum Amount Payable for each section of cover are as stated below: Rent Guarantee £2,500 per month, up to a maximum of £10,000, whichever is the lesser amount. All other sections £100,000.
Period of Insurance	The Period of Insurance declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance section attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance section will also be cancelled, suspended or withdrawn.
Proceedings	Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the Territorial Limits .

Ransomware	A system attack which allows a hacker to infiltrate Your Electronic Device(s) , encrypt Your Data , and demand payment of a ransom in exchange for decryption of Your files.
Rent	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement .
Standard Legal Costs and Expenses	The level of Legal Costs and Expenses that would normally be incurred by Us in using an Adviser of Our choice, including Our Conditional Fee Agreement .
Statutory Licence	A licence issued under statute or statutory instrument or by government or local authority to You where the licence is necessary to engage in Your business or trade.
Tenancy Agreement	<p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which is:-</p> <p>(a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or</p> <p>(b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes of the Tenant's employees and their family, or</p> <p>(c) a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the Rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is;</p> <ul style="list-style-type: none"> i) Appropriate for the tenancy; and ii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; and iii) Free from any unreasonably restrictive covenants <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p>
Tenant	The occupier of the Insured Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants , afford to cover the cost of the Rent in full.
Tenant Reference	A credit check against the Tenant and any Guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the Tenant's Rent . If all of the above are not available or in the case of student Tenants or Tenants receiving any income or housing related government benefit, a full Tenant Reference showing a Pass on the Tenant and Guarantor must be obtained from Our approved tenant referencing company. Details of these companies are available by referring to the Arc Legal website; http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php
Territorial Limits	The United Kingdom, The Channel Islands or The Isle of Man.

**We/Us/Our/
Ourselves**

Arc Legal Assistance Limited acting on behalf of **Insurers**.

You/Your

The person(s), company or companies declared to and accepted by **Us**.

Sections of Cover

Employment Disputes and Compensation Awards

What is insured: -

Legal Costs and Expenses incurred by **You**

- a) In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
 - i) The **Contract of Employment** with **You**;
 - ii) Actual or alleged breaches of their statutory rights under employment legislation
- b) **Awards of Compensation** made against **You** arising from claims under section a) above

What is not insured: -

Claims

- a) Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **Contract of Employment**;
- b) Relating to the protection of **Employees'** rights when the organisation or service they work for transfers to a new employer and impact on **You** as the outgoing or incoming employer;
- c) Relating to equal terms;
- d) For redundancy payments or an award or settlement in relation to **Employees** dismissed because of redundancy where **You** have failed to comply with the legal requirements relating to redundancy;
- e) Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with either the advice provided and procedures laid down by the **Legal Expenses Helpline** as described in the conditions to this insurance or the formal **ACAS** procedure;
- f) Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning;
- g) For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights;
- h) For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**;
- i) For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**;
- j) For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged **Contract of Employment**;
- k) Relating to pension rights;
- l) Arising from **Your** failure to follow the process set out in the 'How to Make a Claim' section in this policy.

Prosecution Defence for Employers and Employees

What is insured: -

Legal Costs and Expenses incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work Act 1974
- c) **Your Employees** or **Directors**, concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction.

What is not insured: -

Claims

- a) Arising from deliberate discrimination by **You**, or an **Employee** or a **Director** amounting to an act of unlawful discrimination;

- b) For incidents dealt by the Health and Safety Executive under the Fee for Intervention (FFI) cost recovery schemes under the Health and Safety (Fees) Regulations 2012;
- c) For criminal prosecutions brought under Health and Safety legislation;
- d) For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction;
- e) Arising from a motor prosecution;
- f) Arising from **Your** prosecution alleging:
 - i) Intentional obstruction of a person in the execution of a warrant issued under **Data Protection Legislation** by **You** or by an **Employee**;
 - ii) Arising from **Your**, or an **Employee's**, failure to give a person executing such a warrant the assistance they reasonably require for its execution;
 - iii) Arising from prosecutions of **Employees** for personal matters which do not relate to their duties as **Your Employees**.

Contract

What is insured

Legal Costs and Expenses arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services where the total amount in dispute, [or the amount due to be paid at the time of the dispute], is at least £250, but no more than £10,000.

The contract must have been either entered into:

- a) after the start of the first **Period of Insurance**; or
- b) before the start of the first **Period of Insurance** subject to **You** providing signed copies which confirm that the contract has been reviewed (and updated) at least once within the last 5 years and confirm that **You** are not aware of any circumstances which may lead to a claim.

What is not insured: -

Claims

- a) For any **Insured Events** which occurs within 90 days of the start of the first **Period of Insurance**;
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**;
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement;
- d) For the defence of any matter which should be covered under a professional indemnity insurance;
- e) Arising from the sale, lease, service, repair or test of a motor vehicle;
- f) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy;
- g) Arising from a dispute with an **Employee** or former **Employee** arising from a **Contract of Employment**;
- h) Arising from any licence or franchise agreements;
- i) Arising from adjudication or arbitration proceedings;
- j) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

Property Damage

What is insured

Legal Costs and Expenses incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, physical damage to that property.

What is not insured: -

Claims

- a) Arising from a contract made between **You** and a third party;
- b) Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf;
- c) Involving:
 - i) Goods in transit
 - ii) Goods hired or lent to third parties
 - iii) Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- d) Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**

Property Infringement

What is insured

Legal Costs and Expenses incurred by **You** in **Proceedings** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Business Premises**.

What is not insured

Disputes relating to a tenancy agreement or any other lease or licence to occupy property or land.

Tax Disputes

What is insured

Legal Costs and Expenses incurred by **You** and arising directly from:

- a) **HMRC Enquiries and Disputes**
 - i) A full or aspect enquiry by **HMRC** into **Your** corporation tax return following the issue of formal notification by **HMRC**;
 - ii) Any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE;
 - iii) An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).
- b) **VAT Disputes**
 - i) A dispute following a compliance check or routine inspection undertaken by **HMRC** of **Your** VAT record-keeping;
 - ii) An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured: -

Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of **HMRC**;
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **HMRC** (PAYE/NIC and/or VAT);
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities;
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period;
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**;
- f) Involving tax or National Insurance contributions avoidance schemes;
- g) Which occurs during the first 90 days of the first **Period of Insurance**;
- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements;
- i) Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules;
- j) In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002;
- k) In any claim where the policyholder has adopted a tax avoidance scheme; or
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

Legal Costs and Expenses:

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs;
- b) Incurred in dealing with aspect enquiries;
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return;
- d) Arising after **You** receive a notice telling **You** that the enquiry has been completed; or
- e) Arising from or relating to a Tax Tribunal.

Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable;
- b) **You** must contact the **Legal Expenses Helpline** as soon as possible after the **Insured Event** and comply with the advice given; and
- c) **You** or **Your Adviser** should notify **Us** by contacting the **Legal Expenses Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement

In respect of **HMRC** enquiries **Your Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry

Tenant Eviction

What is insured

You are covered for **Legal Costs and Expenses** to pursue a **Legal Action** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**

What is not insured: -

Claims

- a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance.
- b) Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- c) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- d) Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- e) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
- f) Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**
- g) Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
- h) Where the **Insured Property** is not solely residential
- i) Where the **Tenant** is not aged 18 years or over
- j) Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
- k) Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- l) If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- m) Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- n) Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**
- o) In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations
- p) Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- q) Where **Legal Costs and Expenses** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible

Criminal Prosecution

What is insured

You are covered for **Legal Costs and Expenses** to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property** under:

- i) The Gas Safety (Installation and Use) Regulations 1994
- ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not insured:-

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

Squatters Eviction

What is insured

You are covered to pursue a **Legal Action** to evict anyone who is not **Your Tenant** or ex-**Tenant** from the **Insured Property** and who has not got **Your** permission to be there.

Please note, for England, Wales and Scotland, squatting is a criminal offence, therefore please contact the police in the first instance.

What is not insured

Claims where **You** failed to properly secure the **Insured Property**.

The following section of cover is only operative if the section is shown as Insured on your schedule of insurance.

Rent Guarantee

What is insured

You are covered for **Rent** owed by a **Tenant** under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Maximum Amount Payable**, where the **Insured Event** occurs during the **Period of Insurance** and **You**, where appropriate, are pursuing a claim against the **Tenant** to evict them from the **Insured Property**.

What is not insured:-

Claims where any of the relevant terms and conditions have not been met by **You** and/or **You** do not have a valid claim under Tenant Eviction

Rent is only payable:-

- a) During the **Period of Insurance** and
- b) For up to 6 months or
- c) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property** and
- d) Up to the **Maximum Amount Payable**

Rent Claims Payments:

- a) **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
- b) If the **Tenant** is applying for Housing Benefit and has provided their housing benefit application reference number, **Rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **Tenant's** Housing Benefit claim is rejected, **Rent** will be paid under the Insurance backdated to the date that **You** could first claim. There is no cover under the insurance for any shortfall between the amount paid to the **Tenant** as Housing Benefit and the **Rent**. **You** or **Your** managing agent must notify the Benefits Office of their interest.
- c) If the **Deposit** is more than the **Excess**, the cover under the insurance will pay **Rent** arrears after deduction of the balance of the **Deposit**. If the balance of the **Deposit** is subsequently required to meet the cost of dilapidations, this will be paid to **You**.
- d) A minimum of £250 must be in arrears before any claim payments are made.

7. General Exclusions

In addition to those exclusions detailed under the 'Important Conditions' section of this policy, the following exclusions apply to all sections of cover.

1. There is no cover for the following events:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
- c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component
- e) **Proceedings** alleging seepage, **Pollution or Contamination** or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or **Proceedings** brought under or pursuant to any such statutes, regulations or ordinances
- f) Any cyberattack or any attack which, while not designated as such, derives from the misuse, illegal operation, or hacking of a **Computer System**, device, or hardware.

2. There is no cover where:-

- a) **You** should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed
- b) Something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Proceedings**
- c) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- d) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- e) **You** fail to instruct or give proper instructions to **Us** or to the **Adviser**
- f) **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings** or the success in the prosecution, defence or settlement of the **Proceedings**
- g) **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) In respect of the amount in excess of **Our Standard Legal Costs and Expenses**, **You** have elected to use an **Adviser** of **Your** own choice
- i) The **Insured Event** occurs outside of the **Territorial Limits**
- j) The **Cyberattack** was caused by an illegal activity **You** undertook
- k) The **Cyberattack** occurred whilst **You** and /or your **Electronic Devices** were outside of the United Kingdom
- l) The **Cyberattack** has arisen from war or nuclear risks
- m) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- n) An estimate of **Advisers' Costs** of acting for **You** is more than the amount:
 - (iii) in dispute; or
 - (iv) to restore your Electronic **Devices**. At **Our** discretion, we may contribute towards the cost of reimbursing any outlay you have for restoring **Your Electronic Devices** in these instances.

3. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending legal actions arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a group claim or will be affected by or will affect the outcome of other claims
- f) **Legal Costs and Expenses:**
 - (i) Incurred in avoidable correspondence
 - (ii) Which are recoverable from a court, tribunal or elsewhere
- g) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.
- h) The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.
- i) The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

- j) Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

4. There is no cover for any claim directly or indirectly arising from:-

- a) A dispute between You and someone You live with or have lived with
- b) An application for a judicial review
- c) Defending or pursuing new areas of law or test cases

5. There is no cover for claims:

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Notified to **Us** more than 180 days, or 45 days for claims relating to Tenant Eviction or Rent Guarantee after the **Insured Event**
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
 - (i) Subsidence or mining or quarrying activities
 - (ii) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property
 - (iii) Secrecy or confidentiality agreements (other than claims under Employment cover) and passing off
 - (iv) Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - (v) Actual, planned or proposed works by or under the order of any government or public or local authority
 - (vi) Planning law including town and country planning legislation
 - (vii) The construction of or structural alteration to buildings or parts of buildings
 - (viii) Libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
 - l) Which are false or fraudulent
 - m) To defend or pursue new areas of law or test cases

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract is known as a third party. Third parties do not have any right to enforce any term of this contract unless they have a right or remedy other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

We will not be bound by any agreement to which **We** are not a party.

7. Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

8. General Conditions

This section should be read together with the 'Important Conditions' section.

1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to Tenant Eviction and Rent Guarantee, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Legal Costs and Expenses**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are accepted or rejected cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.
 - i) Where **You** are awarded any kind of monies, those are to be paid to **Us** first
 - j) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
 - k) And **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
 - l) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- m) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- n) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- o) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

6. Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

8. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

9. Privacy and Data Protection Notice

a) Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data. For more information please visit www.arclegal.co.uk

b) How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

c) Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

d) Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

e) Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

f) Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.

10. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**. Further information about the service and eligibility is available at <http://www.financial-ombudsman.org.uk>.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** are unable to meet their obligations, **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at <http://www.fscs.org.uk/>



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For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>