



PEN BLOCKS OF FLATS POLICY WORDING

FROM PEN REAL ESTATE



Contents

About Your Policy	01
How to Make a Claim	02
Helplines	03
Customer Information	04
– Registration and Regulatory Information	04
– How to Make a Complaint	04
– How to Cancel Your Policy	05
– Financial Services Compensation Scheme	05
– Data Protection	05
– Employers’ Liability Tracing Office	06
– Law that Governs this Policy	06
Introduction	07
General Definitions	08
General Conditions	09
Claims Conditions	12
General Exclusions	15
Section 1: Property Damage	18
Section 2: Loss of Rent	29
Section 3: Employers’ Liability	34
Section 4: Property Owners Liability	37
Section 5: Terrorism	43
Section 6: Legal Expenses and Rent Protection	46

About Your Policy

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers stated in the **Schedule**. The **Insurers** have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for **You** on their behalf.

This policy wording explains the insurance provided under this contract. The policy is a contract between **You** and the **Insurer(s)** stated in the **Schedule**. Any reference in this document to '**We**', '**Us**', '**Our**' or the '**Insurer**' is a reference to the **Insurer(s)** stated on the **Schedule**. Any reference in this document to '**You**', '**Your**', or the '**Insured**' is a reference to the insured stated on the **Schedule**

Each section may include terms definitions conditions and exclusions unique to the section which should to be read in conjunction with the policy definitions, conditions and exclusions.

An endorsement forms an addition to the section and varies the insurance provided by the section.

The **Schedule** or appendix and any endorsement should be read together for precise details of **Your** insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects **Your** circumstances and that the cover provided suits **Your** requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require **You** to take action.

Tom Downey
Chief Executive,
Pen Underwriting Limited



How to make a claim

What to do in the event of a claim Policy Sections 1-5

At Pen Underwriting, we understand that claims form a critical component of our offering the moment the policy becomes tangible and we are relied upon to deliver upon our commitment to **You**.

Pen Underwriting have assembled an experienced team who embody our three key principles of:

1. Partnership - working together to achieve the optimum outcome to the claim
2. Expertise - we employ staff and engage service providers who are experts in their field
3. No-nonsense - we apply a flexible and proactive approach to the claims process

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:-

Telephone - 0333 010 7190

New Claims E-mail - uk.newclaims@penunderwriting.com

Existing Claims E-mail -

uk.penmanchesterclaims@penunderwriting.com

For claims occurring outside of normal office hours where immediate action is required please contact 0161 838 6600.

Claims – Policy Section 6 : Legal Expenses and Rent Protection

Please refer to the 'How to make a Claim' advice within Section 6: Legal Expenses and Rent Protection

Helplines

Legal Helpline – Policy Section 6 : Legal Expenses

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, and arising during the **Period of Insurance**.

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 advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone 0344 770 1044 and quote “Pen Real Estate”.

To maintain an accurate record **Your** telephone call may be recorded.

Oil / Chemical Spill Response 0333 333 9973

Call 0333 333 9973 (24 hours, 365 days) to speak to one of our qualified Incident Advisors for free initial telephone advice.

If the Incident Advisor and **You** feel further intervention is needed we will mobilise a response team to the site to take charge of the situation. Additional remediation and restoration work can be carried out if required (additional charges may apply).

Customer Information

Registration and Regulatory information Sections 1 -5

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493). Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311. www.penunderwriting.co.uk

Insurance cover under Sections 1-5 is provided by the insurers as identified in the endorsement entitled IDENTITY OF INSURERS within **Your Schedule**.

Pen Underwriting are the agents of **Your** insurers. **Your** insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and information about them can be located under the endorsement entitled IDENTITY OF INSURERS within **Your Schedule**.

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

Registration and Regulatory information Section 6

The Insurance under Section 6 is managed and provided by Arc Legal Assistance Limited under a delegated authority from AmTrust Europe Limited. It is underwritten by AmTrust Europe Limited, on whose behalf Pen Underwriting is authorised to act via a sub-delegated authority with Arc Legal Assistance Limited.

Insurance cover under Sections 6 is provided by the insurers as identified in the endorsement entitled IDENTITY OF INSURERS within **Your Schedule**.

Please refer to Section 6 - Legal Expenses & Rent Protection

Pen Underwriting are the agents of **Your** insurers. **Your** insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and information about them can be located under the endorsement entitled IDENTITY OF INSURERS within **Your Schedule**.

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

How to make a Complaint Sections 1 -5

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns particularly if it relates to the way **Your** policy was sold and **You** should contact them directly.

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

Pen Underwriting Complaints Officer
3 Atlantic Quay
20 York Street Glasgow
G2 8JH
Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to **You** and let **You** know what further action will be taken. A final response letter will be issued within 8 weeks of receipt.

Lloyd's Complaints Department

ONLY applicable if the insurer(s) shown in the endorsement entitled IDENTITY OF INSURERS within **Your Schedule** includes Certain Underwriters at Lloyds.

In the event of **Your** complaint not being resolved then **You** may in certain circumstances contact the Complaints Department at Lloyd's at the following address:

Complaints Team
One Lime Street London
EC3M 7HA
Telephone: 020 7327 5693
Fax No: 020 7327 5225
Email: Complaints-notification@Lloyds.com

How to make a Complaint Section 6

Please refer to Section 6 - Legal Expenses & Rent Protection

Financial Ombudsman Services

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. For further details they can be contacted at:

The Financial Ombudsman Service Exchange Tower
Harbour Exchange Square London
E14 9SR
Telephone: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

We must accept the Ombudsman's final decision but **You** are not bound by it and may take further action if **You** do not accept it.

Your rights as a customer to take legal action remain unaffected by the existence or use of **Our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **You** have given **Us** the opportunity to resolve **Your** concern and **You** are:

- a consumer
- an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2M

- a charity with an annual income of less than £1 million or
- a trustee of a trust with a net asset value of less than £1 million.

How to Cancel Your Policy – All Sections

Your Right to Cancel

You have the right to cancel the insurance policy within 14 days of receiving the policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the policy document on the business day following the date it was posted to **You** by first class post or, if sent by e-mail, the day the e-mail was sent provided it was sent before 4pm (if sent after 4pm, it will be deemed that **You** will have received the policy document on the business day following the date it was sent).

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule** and no liability whatsoever shall attach to the **Insurers** in respect of the policy.

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance policy may be cancelled at any time at **Your** written request by giving notice and providing there has not been a **Claim Insurers** will refund a proportionate part of **Your** premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**.

Financial Services Compensation Scheme

The providers of this insurance as defined in this policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **You** may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance **You** are covered for 100 per cent of the claim without any upper limit.

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Data Protection

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services

and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Fraud Prevention and Detection

In order to prevent or detect fraud **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating by contacting **Us**.

Disclosure of Other People's Personal Information

You should show this notice to anyone whose personal information **You** provide to **Us**. **You** must ensure that any such information **You** supply relating to anyone else is accurate and that **You** have obtained their consent to the use of their data for the purposes set out above.

Consent

By providing **Us** with information, **You** also provide **Us** with **Your** consent and that of any other person whose information **You** provide, to the personal information being used for the purposes set out above.

Employers' Liability Tracing Office

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

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

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

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

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

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

The Law That Governs This Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Introduction

Sections 1 to 5 of this policy the **Schedule** and any endorsements together with this Introduction Customer Information and the General Definitions General Conditions Claims Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- the **Schedule** any policy endorsements or this Introduction Customer Information and the General Definitions Exclusions and Conditions shall have the same meaning throughout the policy unless stated otherwise
- an individual Section or any Section endorsements shall have the same meaning throughout such Section or endorsements only unless stated otherwise.

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

You have a duty to give a fair presentation of risk. Therefore **You** should ensure that the contents of any information **You** have provided **Us** and in any application form declaration and/or **Statement of Fact** made by **You** is correct (where it relates to a matter of fact) and made in good faith (where it relates to a matter of expectation or belief), otherwise **Your** policy may not cover **You**.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, **Damage**, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

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

IMPORTANT

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

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

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy.

General Definitions

Sections 1-5 of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Bodily Injury

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

Buildings

As defined under Section 1: Property Damage.

Business

Your business described in the **Schedule**.

Damage

Physical loss destruction or damage.

Employee

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

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

Excess

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

Index Linking

Whenever a **Sum Insured** or **Declared Value** as defined under Section 1: Property Damage is declared to be subject to Index Linking it is adjusted at monthly intervals in line with indices of costs **We** determine are suitable.

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

Money

Current legal tender, cheques, postal orders, postage stamps not forming part of a collection. Savings stamps, savings certificates and travelers cheques belonging to **You** and pertaining to the **Business**.

Period of Insurance

The period beginning with the effective date and ending with the expiry date both shown in the **Schedule**.

Pollution or Contamination

- 1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- 2) all **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

Premises

The **Buildings** or part of the **Buildings** specified in the **Schedule** as comprising the premises and which are owned by **You** or for which **You** are legally responsible.

Property Insured

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

Schedule

The documents headed "Blocks of Flats Schedule", "Blocks of Flats Premises Schedule" and "Blocks of Flats Legal Liabilities Schedule" that specify **Your** details the **Premises** the **Property Insured** and any **Excess** Endorsements and Conditions applicable.

Statement of Fact

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

Sum Insured

The sum insured as stated in the **Schedule**.

Territorial Limits

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

Unoccupied

Buildings or part thereof that have become vacant or unoccupied or untenanted or which are no longer actively used by **You** or any of **Your** tenants.

We/Us/Our

The insurers whose identity is stated in the endorsement entitled IDENTITY OF INSURERS within **Your Schedule**.

You/Your/Policyholder

The person(s) or Company named in the **Schedule** together with any freeholders leasehold owners lessee or residents association and their mortgagees for their respective rights and interests.

Communicable Disease

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

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

the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and

the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

General Conditions

The following General Conditions shall apply to Sections 1-5 of this policy unless stated otherwise:

1. Alteration in Risk

You must tell **Us** immediately of any alteration in risk that materially affects **Your** policy.

We shall not be liable under this policy unless and until such alteration is agreed by **Us** and **You** pay any additional premium **We** require to be paid in respect of such alteration.

If an alteration creates an additional premium, this will be subject to a minimum premium of £25 plus the prevailing rate of Insurance Premium Tax.

If **We** determine that an alteration gives rise to a refund of premium, amounts of under £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Schedule** will not be refunded, to cover administration costs.

2. Average

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

This condition will not apply provided that **You** have carried out regular valuations utilising qualified RICS (Royal Institute of Chartered Surveyors) members at intervals of not more than 3 years and:

- a) where necessary increased the **Sum Insured** to at least the amount stated in the valuation; and
- b) made appropriate allowance in **Sum Insured** for inflationary increases in the period between valuations.

3. Our Rights to Cancel the Policy

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

Valid reasons may include but are not limited to:

- a) not paying a premium which is due
- b) not co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
- c) not exercising **Your** duty of care as required under the "Reasonable Precautions" Condition in the General Conditions Section of this policy booklet
- d) where **We** reasonably suspect fraud or where there has not been a fair presentation of information

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

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

If **We** cancel **Your** policy on the grounds of fraud, cancellation may be immediate and **We** may retain any refund due. **We** may also inform the police of the circumstances.

For **Your** rights to cancel the policy please see "How to Cancel **Your** Policy" on page 5 of this policy document.

4. Change of Risk or Interest

This policy shall be avoided if:

- a) **Your** interest ceases other than by will or operation of law
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- c) any alteration be made either in the **Business** or in the **Premises** or in any property therein or in any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless such alteration is agreed in writing by **Us**.

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

5. Contracts (Rights of Third Parties) Act 1999

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

6. Interest Clause

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

7. Fair Representation

The Insured is required to make a fair presentation of the risk to Insurers.

If the Insured breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to the Insured.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if the Insured had complied with the duty of fair presentation:

- 1 Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.

2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

8. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) maintain the **Premises** machinery equipment and furnishings in a good state of repair
- (c) exercise care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements manufacturers' recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

9. Unoccupied Buildings

Where the entire **Building** is **Unoccupied** for more than 45 consecutive days:

It is a condition precedent to **Our** liability to make payment under this policy for **Damage** that within 14 days of **You** becoming aware that the **Building** is **Unoccupied** for more than 45 consecutive days that:

- a) **You** notify **Us** that the **Building** is **Unoccupied**; and
- b) all gas and electrical services within the **Unoccupied** portion of the **Building** except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and
- c) the water system to the **Unoccupied** portion of the **Building** is either isolated and completely drained or its heating systems have been set at a minimum temperature of 10 degrees Celsius during the period 1st October to 1st April each year; and
- d) where sprinkler systems are installed and water supplies must be maintained the heating is being maintained at a minimum temperature of 10 degrees Celsius; and
- e) the letter box and other unprotected apertures to the **Unoccupied** portion of the **Building** have been sealed; and
- f) all combustible contents and waste from within the **Unoccupied** portion of the **Building** and yard areas belonging to it have been removed; and
- g) the **Unoccupied** portion of the **Building** has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems; and

- h) the **Unoccupied** portion of the **Building** is subject to a programme of comprehensive internal and external inspections undertaken by **You** authorised representative to ensure continuing compliance with the other terms of this Condition.

Inspections are to be at intervals not exceeding 14 days and are to be recorded and retained at a separate location and any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed.

You must notify **Us** within 7 days in the event of **Damage** or unauthorised entry to the **Unoccupied** portion of the **Building** becoming evident or known to **You** or **Your** authorised representative.

We reserve the right to further amend the premium or other terms and conditions of this policy (including the requirement for additional risk improvement measures **We** consider essential) in respect of the **Unoccupied Buildings**.

You will be under no obligation to accept any revised terms **We** apply beyond those detailed above but in the event of refusal **We** may invoke General Condition 3 - **Our** Rights to Cancel the Policy.

10. Several Liability

The liability of the insurers whose identity is stated in the endorsement entitled IDENTITY OF INSURERS within **Your** **Schedule** is several and not joint and is limited solely to the extent of their individual proportions as shown in the endorsement entitled IDENTITY OF INSURERS. The Insurers shown in the endorsement entitled IDENTITY OF INSURERS are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

11. Warranties and similar Clauses

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the Insured breaches any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

12. Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions).

Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the

extent that the provision of such services or benefit would violate applicable law or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

No insurers shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

Any Insurance Intermediary or broker who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to us in respect of any services provided to PEN or on PEN's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections 1-5 of this policy.

1. Actions by You

You shall upon the happening of any incident which may give rise to a claim under this policy:

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

2. Arbitration

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

3. Co-operation

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

4. Fraudulent Claims

If the Insured makes a fraudulent claim under this Policy the Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Insurers may recover from the Insured any sums that the Insurers have already paid to the Insured in respect of the fraudulent claim. The Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act.

5. Other Insurances

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

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

6. Our Rights

We shall be entitled:

- a) on the happening of any **Damage** in respect of which a claim is made and without thereby incurring any liability or waiving or varying any of **Our** rights under this policy to enter take or keep possession of the **Premises** where such **Damage** has occurred and to take possession of or require to be delivered to **Us** any **Property Insured**
- b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this policy and **You** shall give all information and assistance required
- c) to any property for the loss of which a claim is paid hereunder and **You** shall execute all such assignments and assurances of such property as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**
- d) in the event of any occurrence resulting in any claim(s) under Sections 3 – Employers' Liability and 4 – Property Owners Liability to pay to **You** the amount of the **Limit of Liability** for such occurrence (less any sums already paid as damages in respect of such occurrence) or any lesser amount for which the claim(s) can be settled after which **We** shall have no further responsibility in connection with such claim(s) except in respect of Section 4 - Property Owners Liability for legal costs incurred before the date of payment.

7. Repayment of Excess

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

8. Subrogation

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

General Exclusions

The following General Exclusions apply to all Sections 1-5 unless otherwise stated and in addition to the Exclusions contained in each Section.

We shall not be liable for:

1. War Government Action and Terrorism

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

For the purpose of this Exclusion and its Liability Provisions:

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

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

Terrorism shall mean 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 whether legally recognised by the international community or otherwise.

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

Liability Provisions

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

We will indemnify **You** under Section 4: Property Owners Liability against legal liability Costs and Expenses directly

or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £5,000,000 or the amount of the **Limit of Liability** stated in the **Schedule** whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £5,000,000 in the aggregate or the amount of the **Limit of Liability** stated in the **Schedule** whichever is the lower.

2. Sonic Bangs

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

3. Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such **Damage** or any legal 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
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion does not apply to Section 3: Employers' Liability other than in respect of:

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

4. Pollution or Contamination

Damage caused by **Pollution or Contamination** except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by:

- a) **Pollution or Contamination** which itself results from a **Defined Peril**
- b) a **Defined Peril** which itself results from **Pollution or Contamination**

For the purpose of this Exclusion:

Defined Peril shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons theft or attempted theft earthquake subterranean fire storm tempest flood

escape of water from any tank apparatus or pipe sprinkler leakage impact by any vehicle or by goods falling therefrom or animal.

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

5. Date Recognition

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not and whether occurring before during or after the year 2000:

- a) correctly to recognise any date as its true calendar date
- b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 1 – Property Damage and Section 2 – Loss of Rent this Exclusion shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.

6. Marine Policies

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

7. Date Recognition Computer Equipment

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

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to correctly recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any **Damage** insured by this policy.

8. Asbestos

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

Any loss cost expense or liability for **Bodily Injury** loss or

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

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

9. Confiscation & Nationalisation

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

10. Electronic Data Exclusion

Damage distortion erasure corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this Exclusion the following definitions apply:

Electronic Data shall mean facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus shall mean 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. It shall include but not be limited to 'trojan horses' 'worms' and 'time or logic bombs'.

Electronic Data Processing Media Valuation

Should **Electronic Data** processing media insured by this policy suffer **Damage** insured by this policy then the basis of valuation shall be the cost of the blank media plus the costs of copying **Electronic 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 such **Electronic Data**. If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of **Electronic Data** to **You** or any other party even if such **Electronic Data** cannot be recreated gathered or assembled.

11. Mould and Fungus Fungal Pathogens

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

Damage to any property or any loss cost or expense or illegal liability directly or indirectly arising out of or resulting

therefrom or any consequential loss in any manner related to **Fungal Pathogens** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

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

12. Communicable Disease Exclusion

Applicable to all Sections except Section 3 - Employers' Liability and Section 4 - Property Owners Liability.

- (a) Notwithstanding any provision to the contrary in this insurance, this insurance excludes coverage for 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:

a **Communicable Disease**; or

the fear or threat (whether actual or perceived) of a **Communicable Disease**

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

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

any cost to clean up, detoxify, remove, monitor or test:

- (a) for a **Communicable Disease**; or
(b) any property insured hereunder that is affected by such **Communicable Disease**,

and

any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establishes that such physical loss, destruction or damage was directly caused by:

Terrorism (as defined in this policy), or

a **Defined Peril**, as described below

where specifically insured by this insurance.

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

For the purposes of this Exclusion the following Definitions apply:

Defined Peril means one of the following perils if specifically insured by this insurance:

fire; lightning; explosion; aircraft and aerial devices dropped therefrom; riot; civil commotion; strikers; locked out workers persons taking part in labour disturbances; malicious persons; storm or tempest; earthquake, subterranean fire; flood; escape of water, sprinkler leakage; impact; theft or attempted theft; subsidence; landslip, ground heave.

Section 1: Property Damage

Section Definitions

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

Buildings

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

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

Contents

a) Common Parts

The contents of common parts including fitted carpets fixtures and fittings and for which **You** are responsible furniture furnishings potted plants and their containers fixtures and fittings and signs contents of fixed fuel oil tanks contents of fixed liquefied petroleum gas tanks and contents of fixed diesel fuel tanks refuse disposal bins and skips whilst contained in or about the **Buildings** insured by this policy.

b) Residential Accommodation

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

The Perils

1. (a) Fire but excluding **Damage** caused by:
 - (i) explosion resulting from fire
 - (ii) earthquake or subterranean fire

- (iii) by its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat.

(b) Lightning

2. Explosion

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

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

4. Earthquake subterranean fire

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

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

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

- a) resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority
- b) caused by theft or attempted theft
- c) caused by **You** any member of **Your** family or any of **Your** partners directors or **Employees** to the flat in which **You** reside

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

- a) which **You** are able to recover from another source or which is more specifically insured or
- b) caused by **Your Employees** tenants or any other persons lawfully in **Your Premises**.

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

- a) caused by the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
- b) caused by inundation from the sea whether resulting from storm or otherwise

- c) caused by frost subsidence ground heave or landslip
- d) attributable solely to change in the water table level other than that for an amount not exceeding £25,000 during any one **Period of Insurance**
- e) to fences gates unless there is **Damage** to the structural parts of the **Buildings** that occurs at the same time and from the same cause
- f) to moveable property in the open or in open sided **Buildings**.
9. Flood excluding **Damage**:
- a) caused by storm or tempest
- b) caused by escape of water from any tank apparatus or pipe
- c) caused by frost subsidence ground heave or landslip
- d) attributable solely to change in the water table level other than that for an amount not exceeding £25,000 during any one **Period of Insurance**
- e) to fences gates unless there is **Damage** to the structural parts of the **Buildings** that occurs at the same time and from the same cause
- f) to moveable property in the open or in open sided **Buildings**
10. Escape of Water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding **Damage** caused by water discharged or leaking from any automatic sprinkler installations
11. Impact by:
- a) falling trees or boughs excluding **Damage** caused by lopping pruning or felling
- b) collapse or breakage of television or radio receiving aerials or satellite dishes
- c) vehicles or animals.
12. Accidental Discharge or Leakage of Automatic Sprinkler Installations excluding **Damage** occasioned by or attributable to:
- a) heat caused by fire
- b) repairs alterations or extensions to the **Buildings** and/or sprinkler installations
- c) defects in construction or condition of which **You** are aware
13. Any Accidental Cause excluding **Damage**:
- a) caused by or specifically excluded in The Perils 1-12
- b) to the **Property Insured** caused by or consisting of:
- i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level
- ii) its own faulty or defective design or materials
- iii) faulty or defective workmanship operational error or omission on **Your** part or any of **Your Employees**
- iv) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control
- but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.
- c) caused by or consisting of:
- i) corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness marring scratching vermin or insects
- ii) change in temperature colour flavour texture or finish action of light
- iii) joint leakage failure of welds cracking fracturing collapse or overheating of
- iv) boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- v) mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude:
- such **Damage** not otherwise excluded which itself results from any other of The Perils
 - subsequent **Damage** which itself results from a cause not otherwise excluded.
- d) caused by or consisting of:
- i) normal settlement or bedding down of new structures
- ii) acts of fraud or dishonesty
- iii) unexplained disappearance or inventory shortage misfiling or misplacing of information
- iv) electrical or magnetic injury disturbance or erasure of electronic records
- e) to or destruction of a **Building** or structure caused by its own collapse or cracking
- f) in respect of moveable property in the open or in opensided **Buildings** fences and gates caused by wind rain hail sleet snow flood or dust

- g) to the **Property Insured**:
- i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
- h) in respect of:
- i) jewellery precious stones precious metals bullion or furs
 - ii) property in transit
 - iii) money cheques stamps bonds credit cards or securities of any description
 - iv) Glass and Sanitaryware and signs:
 - due to repairs and alterations being carried out at the **Premises**
 - during installation or removal of such Glass and Sanitaryware or signs
 - which were broken or cracked prior to the inception of this policy
 - in greenhouses or conservatories unless specifically accepted by **Us**
 - in tubes unless the glass is fractured.
 - i) in respect of:
 - i) vehicles licensed for road use (including accessories thereon) caravans trailers
 - ii) railway locomotives rolling stock watercraft or aircraft
 - iii) property or structures in the course of construction or erection and materials or
 - iv) supplies in connection with all such property in course of construction or erection
 - v) land roads piers jetties bridges culverts or excavations
 - vi) livestock growing crops or trees unless specifically mentioned as insured by this Section.
 - j) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
 - k) caused by freezing
 - l) to or caused by:
 - i) loss of market loss of use monetary devaluation (other than loss of **Rent** when insured as an item under this Section)
 - ii) property let out on hire or loaned to another person or company
 - ii) loss resulting from **You** voluntarily parting with title or possession of any property if induced to do so by deception
 - vi) **Damage** to any part of any electrical plant or apparatus directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but this shall not exclude: **Damage** to any other part of such plant or apparatus or to other **Property Insured** by the spread of fire therefrom
 - v) showcases automatic or vending machines or their contents situated outside the **Buildings** of the **Premises** unless specifically mentioned in the **Schedule**.
14. Subsidence landslip or ground heave of any part of the site on which the **Property Insured** stands excluding **Damage**:
- a) to yards forecourts terraces drives roads pavements walls gates and fences unless a **Building** insured by this Section suffers **Damage** by the same cause at the same time
 - b) caused by bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
 - c) occurring whilst the whole or part of the **Property Insured** is in the course of erection structural alterations or repair or demolition
 - d) caused by defective design or workmanship or defective materials
 - e) which commenced prior to the inception of the cover under this Peril
- Provided that **You**
- a) keep the **Property Insured** in good and substantial repair
 - b) notify **Us** immediately in writing in the event of
 - i) the operation of a cause insured by this Peril
 - ii) demolition excavation or building work being commenced at or affecting any part of the **Property Insured** or the site adjoining the site
- In the event of demolition excavation or building work commencing **We** have the right to vary or cancel the cover provided by this Peril.
- Cover**
- We** will indemnify **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by The **Perils** insured unless they appear as excluded in the **Schedule** and subject always to the terms exclusions and conditions of the policy.

Limit of Liability

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

- a) the **Sum Insured** on each item or
- b) the total **Sum Insured** or
- c) any other maximum amount payable or Limit of Liability specified in the **Schedule** or elsewhere in the policy

The Excess

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

Clauses

Unless otherwise stated in the **Schedule** the following Clauses shall apply subject always to the limits terms conditions and exclusions of this Section and the policy.

Additional Sprinkler Upgrade Costs

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

Alternative Residential Accommodation and Rent

In the event that **Premises** occupied solely or partially for residential purposes suffer **Damage** resulting in a residential portion of the **Buildings** (as defined in Section 1: Property Damage) being uninhabitable or access being prevented this insurance extends to include **Loss of Rent** and the reasonable additional cost of similar comparable accommodation for the tenant including temporary furniture storage costs and accommodation for domestic pets until the end of the **Indemnity Period**.

The definition of **Indemnity Period** for the purposes of this clause is the period beginning with the first occurrence of the **Damage** during the **Period of Insurance** and ending when the residential portion is habitable and accessible.

Our liability under this Clause shall not exceed 30% of the **Buildings Sum Insured** or as otherwise stated in **Your Schedule** applicable to the residential **Building** or residential portion of the **Building** concerned.

Archaeological Discoveries

We will pay reasonable costs necessarily incurred in consequence of **Damage** as insured hereby as a direct result of **You** complying with **Your** statutory obligations following the discovery of archaeological finds during site excavation.

Provided that:

- a) **Our** liability will not exceed £25,000 any one occurrence
- b) **You** do not have any pre-existing knowledge of the presence of archaeological remains prior to commencement of works

Automatic Cover From Exchange

If at the time of its loss, destruction or **Damage You** have contracted to purchase any building and the purchase has not been but is thereafter completed the location of such building will be deemed to be a **Premises** under Sections 1 and 2 until completion but only in circumstances where either:

- a) **Your** interest in any such building is not covered by any other insurance
- b) **Your** interest is covered by any other insurance but only to the extent that any other insurance on such building is more restrictive in cover or limits and where **We** will be liable for any difference between any other insurance and this policy.

Provided that:

- i) **Our** liability at any one situation will not exceed £2,500,000
- ii) **You** undertake to give particulars of such extension of cover as soon as reasonably practicable and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability.

Automatic Reinstatement of Sum Insured

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

Average

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

Bailor's Goods

We will pay for **Damage** to goods in **Your** custody and control and for which **You** are legally liable as bailor whilst within the **Premises** insofar as such goods are not otherwise insured.

We will not be liable for:

1. in respect of loss by theft or any attempt thereof of gold silver precious stones
2. precious metals bullion furs curiosities works of art rare books audio visual goods
3. computer equipment cameras jewellery or money
4. in respect of unaccountable losses unless a signed inventory is issued to the tenant or lessee as soon as a repossession takes place.

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

Buildings Awaiting Demolition

In respect of all properties:

- a) scheduled for demolition
- b) **Unoccupied** and in such a poor state of repair as to render the **Premises** economically unviable to put back into use

cover will be restricted to the Covers of Fire, Aircraft and Explosion only and will be restricted to the costs and expenses necessarily incurred with **Our** consent in removing debris of the portion or portions of the **Premises** following their **Damage**.

We will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- ii) arising from **Pollution or Contamination** of property not insured by this policy.

We will only be liable for such costs and expenses in excess of those which would have been payable had the **Damage** not occurred.

Capital Additions

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

- a) the maximum **We** will pay for capital additions alterations and improvements to an insured **Building** shall not exceed 20% of the total **Sum Insured** of such **Building** or £2,500,000 whichever the lesser
- b) the maximum **We** will pay for newly acquired and/or newly erected **Buildings** shall not exceed £2,500,000
- c) this Clause does not include cover for appreciation in value
- d) **You** must provide **Us** with details of such additional insurance as soon as practicable and pay the additional premium required from its inception.

Concern for Welfare

This Section extends to include the costs and expenses necessarily and reasonably incurred by **You** following damage to the **Property Insured** resulting from the actions of the Emergency Services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising **Damage** as insured by this policy.

We shall not be liable under this Clause for costs and expenses incurred by **You** in making good **Damage** to the landscaped grounds of the **Premises**.

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

Contracting Purchaser

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

Contractors Interest

Where **You** are required to effect insurance on the **Property Insured** in the joint names of the **Policyholder** and the contractor under the terms of a condition in the contract between **You** and the contractor then the interest of the contractor in the **Property Insured** as a joint insured is hereby noted provided **You** will advise **Us** of details of any single contract valued in excess of £250,000 and pay any additional premium **We** may require.

Contract Works

Notwithstanding Exclusion 2 of this Section the insurance by each item on **Buildings** extends to include any permanent or temporary works undertaken in performance of any contract to such **Buildings** during the course of construction or erection and materials or supplies in connection therewith to the extent to which **You** have contracted to arrange cover provided that:

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

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

Drain Clearing

This Section extends to include cover for reasonable expenses necessarily incurred by **You** in clearing cleaning and/or repairing drains gutters sewers and the like for which

You are legally responsible in consequence of **Damage** as insured by this Section

Removal of Debris

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

- a) removing debris from
- b) dismantling and/or demolishing
- c) shoring up or propping

the portion or portions of the **Property Insured** as a result of **Damage** insured by this Section.

We will not pay for costs or expenses

- i) incurred in removing debris except from the site of the damaged property and the area immediately adjacent to the site
- ii) arising from **Pollution or Contamination** of property not insured by this Section.

Removal of Debris (tenants contents) cover

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

We will not cover **You** for costs or expenses

- i) incurred in removing debris except from the site of the damaged property and the area immediately adjacent to the site
- ii) arising from **Pollution or Contamination** of property not insured by this Section..

Debris Recycling

In the event of loss or destruction of or **Damage** to **Property Insured** by an operative **Peril** the insurance under this Section includes additional expenses incurred with **Our** prior written consent to sort, segregate and transport recyclable debris of the damaged **Building** to recycling facilities.

Provided that:

- a) **Our** liability under this clause in respect of any one occurrence is limited to 25% of the total amount paid or payable by **Us** under the Removal of Debris clause in connection with the same occurrence
- b) **We** will not be liable for the first 10% of all costs otherwise payable under this clause.

Dilapidation

In the event that a lessee vacates a property without prior notification to **You** or their agents solely due to the liquidation or bankruptcy of the lessee or the business of the lessee being placed into administration or receivership **We** will pay the reasonable costs incurred in clearing and removing any property of the lessee in or around the **Premises**.

Provided always that:

- a) **Our** liability will not exceed £10,000 any one occurrence
- b) allowance is made for any subsequent recovery from the lessee

Energy Performance and Sustainable Buildings

The insurance under each item on **Buildings** includes:

- a) the additional cost of reinstatement incurred with **Our** prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or damaged **Property Insured**
- b) the additional cost of reinstatement incurred with **Our** prior written consent to reinstate the lost, destroyed or damaged **Property Insured** to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment

- c) the reasonable additional cost of reinstatement incurred with **Our** prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided that:

- i) **We** will not be liable for any undamaged portions of the **Property Insured**
- ii) **Our** liability will not exceed £50,000 any one occurrence and in all in any one **Period of Insurance**.

Failure of Tenants Insurance

This Section extends to include any building owned by **You** for which (by the terms of an agreement with **You**) the third party lessee or third party lessor or other occupier of the building has an obligation to insure but has failed to maintain in force such insurance.

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

The maximum **We** will pay in respect of this Clause is £2,000,000 in the aggregate during the **Period of Insurance**.

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

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

This Clause shall not in any event operate to provide cover:

- a) where insurance cover has been arranged but has been invalidated due to
 - i) a breach of a warranty or condition
 - ii) risk improvements not having been complied with
- b) where the lessee, lessor or other occupier has not made a claim under his policy and should have done so
- c) for any amount applied as an excess or deductible under any more specific insurance
- d) for any amount in excess of £1,000,000 any one **Premises**.

Fire Extinguishment Expenses

In the event of **Damage** to the **Property Insured** by this Section caused by fire the insurance by this Section is extended to include costs reasonably and necessarily incurred with **Our** prior written consent in:

- a) refilling fire extinguishment appliances

- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks
- e) resetting fire and intruder alarms and closed circuit television systems
- f) public fire brigade charges for which **You** may be assessed

All resulting from such **Damage**.

Fly Tipping

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

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

Frustration of Reinstatement

If due to compliance with 'the regulations' (as defined in the European Community and Public Authorities Clause under this Section) and following **Damage** **You** are unable to repair or reinstate the **Buildings** as they were immediately prior to such **Damage** occurring and as a result there is a reduction in the market value of the **Buildings** **We** will pay

- 1) the cost of repairing or reinstating the **Buildings**
- 2) a cash settlement representing the reduction in market value

providing

- 1) the total payment made does not exceed the amount that would have been paid had the **Buildings** been repaired or reinstated in an identical manner to their condition immediately before the **Damage**
- 2) the total amount recoverable under any item of the policy shall not exceed its **Sum Insured**

Further Investigation Expenses

Where a **Building** has suffered **Damage** insured by this Section and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent **We** will pay the reasonable costs incurred by **You** with **Our** prior written consent in establishing whether or not such **Damage** has occurred.

We will also pay the reasonable costs incurred by **You** in establishing whether or not other buildings in the vicinity have suffered **Damage** in the same incident but only if such buildings are subsequently found to have suffered such **Damage** for which **We** are liable.

Inadvertent Failure to Insure

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

Provided that:

- a) **You** advise **Us** in writing immediately **You** become aware of an omission to insure and will pay any requested premium from the date upon which the insurance of the property became **Your** responsibility
- b) **You** will carry out at not less than annual intervals a check of all properties owned by **You** or for which **You** are responsible to ensure that effective insurance is in force for such properties
- c) **Our** liability shall not exceed £1,000,000 any one occurrence.

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

This Clause will not include:

- i) any premise more specifically insured
- ii) any appreciation in value

Guarding Costs

We will pay reasonable costs and expenses necessarily incurred by **You** with **Our** consent to employ security personal including police to protect the **Premises** following **Damage**.

Index Linking

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

Landlord's Gardening Equipment

The **Property Insured** extendsto include landlord's gardening equipment owned by **You** and used in connection with the **Business** whilst in any locked outbuilding at the **Premises**.

Provided that:

- a) **Our** liability any one occurrence will not exceed £10,000
- b) any **Damage** caused by theft follows forcible and or violent entry to or exit from the **Premises**

Landscaped Grounds

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

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

Insurance Premiums

Where a **Building** has suffered **Damage** insured by this Section **We** will pay the cost of any insurance premiums or in respect of inherent defects policies technical agents fees necessarily and reasonably incurred by **You** with the consent of **Us**:

- a) In arranging contract works policies with the Insurers

- b) In continuing any pre-existing inherent defect policies

Provided always that in the event of underinsurance the amount payable shall be adjusted in accordance with **Average**.

Loss Minimisation and Prevention Expenditure

We will pay reasonable costs and expenses necessarily incurred by **You** with **Our** prior consent for the sole purpose of avoiding or diminishing the amount of a loss following **Damage** which but for that expenditure would have occurred.

Our liability under this Clause is limited to £50,000 in respect of any one occurrence.

Japanese Knotweed

We will pay for the reasonable costs for which **You** are responsible, with **Our** prior consent, of eradicating the presence of Japanese Knotweed (*Fallopia Japonica*) or other hybrids of knotweed, listed under Schedule 9 of The Wildlife and Countryside Act 1981 or any subsequent amending legislation, that was discovered during the Period of Insurance from The **Premises** insured under this policy and to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation.

We will not pay for **Damage** to the **Premises**.

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

Loss of Market Value

It is agreed that:

if **You** elect not to repair or rebuild the **Buildings** following **Damage** insured by this Section the amount payable by **Us** by way of the indemnity under this Section for such **Damage** shall be the reduction in the market value of the **Buildings** immediately following the **Damage** solely as a result of the **Damage** but not exceeding:

- a) the amount which would have been payable had the **Buildings** been repaired or rebuilt
- b) its **Sum Insured**

if as a result of **Damage to Buildings** insured by this Section **You** are required to rebuild or reinstate the **Buildings** in a manner different from that immediately before the **Damage** solely to comply with any regulations or requirements of the European Union Public Authorities or other statutory regulations and as a result there is a reduction in market value of such **Buildings** the amount payable by **Us** by way of indemnity under this Section shall be:

- a) the cost of repairing or reinstating the **Buildings**; and
- b) a cash settlement representing the reduction in market value

provided that the total payment made is no greater than the amount that would have been payable had the Building been repaired or reinstated in an identical manner to their condition immediately before the **Damage**.

Provided that:

- a) the total amount recoverable under any item of the policy shall not exceed its **Sum Insured**
- b) all other terms and conditions of the policy shall apply as if they had been incorporated in this Clause

Loss of Metered Utilities

We will pay charges for which **You** are responsible if water oil gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section **We** shall not be liable for any such charges incurred by **You** in respect of any **Unoccupied Building**.

The maximum **We** will pay for any one occurrence is £25,000.

Money

This Section extends to include loss of **Money** belonging to **You** for which **You** are responsible within the **Buildings** or whilst being transported.

but excluding:

- a) any loss arising from fraud or dishonesty by **You** or members of **Your** family or **Your** partners, directors and **Employees** or any resident.
- b) any shortage due to mistakes or neglect.
- c) any loss in value.
- d) theft unless involving evidence of violent and forcible entry into or exiting from the **Buildings**.

The maximum **We** will pay for any one occurrence is £2,000

Mortgagees and Lessors

Any increase in the risk of **Damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **Buildings** insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided always that such increase in risk is without their prior knowledge or authority and **We** are notified immediately they become aware of such increase in risk and **You** pay an additional premium if required.

Non – Invalidation

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

Non-recoverable Value Added Tax

The insurance by each item on **Buildings** includes Value Added Tax paid by **You** (including ‘self-supply’ Value Added Tax where appropriate) which is not subsequently recoverable.

Provided that:

- a) i) **Your** liability for such tax arises solely as a result of reinstatement or repair of the **Buildings** following **Damage**

- ii) **We** have paid or have agreed to pay for such **Damage**
- iii) if any payment made by **Us** in respect of the reinstatement or repair of such **Damage** should be less than the actual costs of reinstatement or repair any payment under this Clause resulting from **Damage** shall be reduced in like proportion
- b) **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged **Building**
- c) where an option to reinstate on another site is exercised **Our** liability under this Clause shall not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site
- d) **Our** liability under this Clause shall not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax.

Notes

- i) For the purposes of any Condition of **Average** rebuilding costs will be exclusive of Value Added Tax
- ii) **Our** liability may exceed the **Sum Insured** by an item or in the whole the total **Sum Insured** where such excess is solely in respect of Value Added Tax
- iii) All the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein

Munitions of War

General Exclusion 1 War Government Action and Terrorism will not apply to **Damage** occasioned by the detonation of munitions of war or parts thereof within 1000 metres of the **Premises** provided always that the presence of such munitions does not result from a state of war current at the time of detonation.

European Community and Public Authorities including Undamaged Property

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

- a) European Community legislation
- b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

(hereinafter referred to as 'the Stipulations')

In respect of:

- i) the lost destroyed or damaged **Premises** thereby insured
- ii) undamaged portions thereof
- iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**

but excluding:

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

Conditions

- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time **We** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **Our** liability under this Clause not being thereby increased
- b) if **Our** liability under any item of this policy apart from this Clause shall be reduced by the application of any of the terms and conditions of this policy then the liability of the insurers under this Clause in respect of any such item will be reduced in like proportion
- c) the total amount recoverable under this Clause will not exceed:
 - i) in respect of the lost destroyed or damaged **Property Insured** its **Sum Insured**
 - ii) in respect of undamaged portions of **Property Insured** (other than foundations) 20% of the total amount for which **We** would have been liable had the **Property Insured** been wholly destroyed
- d) the total amount recoverable under any item of this Clause will not exceed its **Sum Insured**
- e) all the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

Obsolete Building Materials

We will pay the reasonable additional cost incurred for alternative materials currently considered appropriate for purpose in repair of **Damage** to **Buildings** insured by this Section where given consideration to the knowledge at the time of installation, construction or fitting the original materials were deemed fit for purpose but at the date of **Damage** are no longer deemed so.

The maximum **We** will pay in respect of this Clause is 5% of the **Building Sum Insured** in respect of any one occurrence.

Personal Possessions

We will pay for loss, destruction or **Damage** caused by an operative **Peril** to the personal possessions other than motor vehicles of **Your** directors, **Employees**, partners, customers or visitors.

Provided always that:

- a) they are not otherwise insured
- b) **We** will not be liable for more than £2,500 per person in respect of any one occurrence.

Professional Fees

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

Reinstatement to Match

We will cover **You** for the cost of replacement or modification of non-damaged parts of the **Buildings** that form part of a suite, common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

Provided always that **Our** liability will in no case exceed 20% of the **Declared Value** any one occurrence or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

Removal of Bees', Wasps' and/or Hornets' Nests

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

We shall not pay for any costs solely incurred by **You** in removing bees' wasps' or hornets' nests already existing in the **Buildings** of the **Premises** prior to the inception of this cover

Our liability under this Clause is limited to £1,000 in respect of any one such removal of a single infestation

Replacement of Keys and Resetting of Digital Locks

We will pay **You** costs and expenses necessarily and reasonably incurred by **You** for the replacement of locks or

resetting of digital locks following **Damage** or theft of **Keys** to the **Premises** or reasonable evidence that **Keys** have been duplicated by an unauthorised person.

Provided that:

- a) If **Keys** have been lost or stolen the original **Keys** were lost or stolen from:
 - i) the **Premises**
 - ii) **Your** private residence or the private residence of **Your** authorised representative
 - iii) **Your** person or the person of **Your** authorised representative
- b) **Our** liability will not exceed £25,000 any one occurrence.

For the purpose of this Clause the definition of **Keys** is: Any device used to open a lock including but not restricted to any electronic device key card or remote control transmitter.

Residential Management Committee Contents

We will pay for loss, destruction or **Damage** caused by an operative **Peril** to **Contents** in any residential unit belonging to any Residential Management Committee or Company named in the **Schedule**

The maximum **We** will pay for any one occurrence is £2,000

Services

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

Seventy-two Hour Clause

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

Subrogation Waiver

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

- a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **You** as defined in the Companies Act or Companies (NI) Order as appropriate current at the time of the **Damage**
- b) any company which is a subsidiary of a parent company of which **You** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (NI) Order as appropriate current at the time of the **Damage**.
- c) any tenant or lessee in respect of **Damage** to that portion of the **Premises** in the demise of that tenant or lessee or to those portions of the **Premises** in which all the tenants have a common interest where the premium

has been paid by the tenant or lessee but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

Temporary Removal

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

- a) **Our** liability any one occurrence will not exceed 15% of the **Sum Insured** for each item covered for **Damage** occurring elsewhere than at the **Premises**
- b) such property is not more specifically insured

Trace and Access

In the event of **Damage** resulting from the escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation (as insured herein) **We** will pay costs necessarily and reasonably incurred in locating the source of such **Damage** and subsequently making good subject to **Our** liability under this Clause not exceeding £50,000 any one occurrence.

Tree Felling and Lopping

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

- a) such tree(s) was/were not deemed to have been in an unsafe condition and a threat to life or **Property Insured** immediately prior to such **Damage**
- b) **We** shall not pay for any:
 - i) costs solely incurred by **You** to comply with a tree preservation order
 - ii) legal or public or local authority costs involved in removing any tree(s)
- c) **Our** liability under this Clause is limited to £10,000 in respect of any one occurrence.

Unauthorised Use of Electricity Gas or Water

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

Provided that:

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

Workmen

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

Basis of Settlement Clauses

Designation

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

Reinstatement Basis of Settlement

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

Reinstatement is defined as:

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

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

Provided that

- a) No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
 - i) unless the work of Reinstatement is commenced and carried out with reasonable despatch
 - ii) until the cost of Reinstatement has been incurred
 - iii) unless any other insurance covering **Your** interest in the property at the time of **Damage** is on the same basis of Reinstatement as this policy and if no such payment is made then both **Ours** and **Your** rights and liabilities shall be those which would have applied had this Clause not been operative.
- b) In the event of partial **Damage** to **Property Insured** **Our** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed and liabilities shall be those which would have applied had this Clause not been operative.
- c) Reinstatement may be carried out at another site and in any manner suitable to **You** subject to **Our** liability not being increased as a result.

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

Day One Reinstatement Basis of Settlement – Buildings

Applicable if **Your Schedule** shows a day one uplift.

The Reinstatement Basis of Settlement is amended as follows:

Declared Value is defined as:

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

far as the insurance provides allowance for:

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

as stated in the **Schedule**.

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

Conditions

1 at the inception of each **Period of Insurance** **You** will notify **Us** of the **Declared Value** of the **Property Insured** by each item for **Buildings**. In the absence of such declaration the last amount declared adjusted to reflect **Index-Linking** will be taken as the **Declared Value** for the ensuing **Period of Insurance**.

2 in respect of each item to which this Clause applies the definition of **Average** is amended to read:

If at the time of **Damage** the **Declared Value** of an item for **Buildings** is less than 85% of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**.

3. **We** will not pay under this Clause

- a) until **You** have incurred the cost of replacing or repairing the **Property Insured**
- b) if **You** or someone acting on **Your** behalf have insured the **Property Insured** under another policy which does not have the same basis of **Reinstatement**
- c) if **You** do not comply with any of the provisions of this Clause

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

Section Conditions

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

Fire Extinguishing Appliances

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

Survey

It is a condition precedent to **Our** liability under this policy that **You** shall comply with any risk improvements required by **Us** following a survey within the timescales specified.

We retain the right to cancel suspend or alter the terms of the insurance provided by this policy should the survey show the risk or any part thereof to be unacceptable to **Us** requiring improvement or not as represented by **You** to **Us**.

Section Exclusions

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

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

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

Section 2: Loss of Rent

Section Definitions

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

Indemnity Period

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

Maximum Indemnity Period

The period shown in the **Schedule**.

Outstanding Debit Balances

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

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

Rent

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

Cover

In the event that a **Premise** suffers **Damage** caused by a **Peril** insured under Section 1 – Property Damage of the policy occurring during the **Period of Insurance** **We** will indemnify **You** for

Loss of Rent

- a) the actual amount of the reduction in the **Rent** receivable by **You** during the **Indemnity Period** solely in consequence of the **Damage** less any savings that result from reduced costs and expenses during the same period and less any **Rent** received from the provision of alternative accommodation (hereinafter referred to as “**Rent Reduction**”)
- b) the cost of re-letting

the legal and other costs necessarily and reasonably incurred by **You** during the **Indemnity Period** with **Our** prior written consent in re-letting the **Buildings** solely in consequence of the **Damage**
- c) Increased Cost of Working

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

- d) the business rates

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

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

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

Notes

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

Limit of Liability

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

Clauses

Unless otherwise stated in the **Schedule** the following Clauses shall apply subject always to the limits terms conditions and exclusions of this Section and the policy.

Accelerated Reinstatement Expenditure

This Section is extended to include the further reasonable additional expenditure necessarily incurred during the **Indemnity Period** with **Our** prior written consent in consequence of the **Damage** solely to avoid or minimise any **Rent Reduction** (which would have been payable but for the **Maximum Indemnity Period**) receivable not recoverable by **You** under this or any other insurance during the period of 12 months immediately after the expiry of the **Maximum Indemnity Period**.

Provided always that:

- a) there has been no undue delay in reinstatement caused by or contributed to by **Your** actions
- b) **We** will not be liable for any costs in respect of any loss where the **Maximum Indemnity Period** is less than 36 months

- c) **Our** liability will not exceed £25,000 any one occurrence or originating cause

Additional Increased Cost of Working

This Section is extended to include with **Our** prior written consent the further expenditure necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the **Loss of Rent** or to comply with lease or service obligations during the **Indemnity Period**. The maximum amount **We** will pay under this Clause is £10,000 any one occurrence.

Buildings Awaiting Sale

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

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

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

Capital Additions

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

- a) alterations additions extensions and/or improvements to the **Buildings** (as defined in Section 1: Property **Damage**) insured (but not appreciation in value thereof)
- b) newly acquired and/or newly erected **Buildings** provided they are not otherwise insured anywhere within the **Territorial Limits**.

Provided that:

- a) alterations additions extensions and/or improvements to the **Buildings** insured at any one **Premises** shall not exceed 10% of the total **Sum Insured** on **Rent** receivable or £100,000 whichever is the less
- b) newly acquired and/or newly erected **Buildings** at any one **Premises** shall not exceed £200,000
- c) **You** shall advise **Us**:

- i) every 6 months in respect of any such alterations additions extensions and improvements
- ii) as soon as practicable and in any event within 6 months of any such newly acquired and/or newly erected property.

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

Denial of Access

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

Our liability under this Clause shall not exceed £50,000 any one occurrence or originating cause unless otherwise stated in the **Schedule**.

Failure of Tenants Insurance

This Section extends to include **Loss of Rent** receivable caused by **Damage** to any Building owned by **You** for which (by the terms of an agreement with **You**) the third party lessee or third party lessor or other occupier of the Building has an obligation to insure but has failed to maintain in force such insurance.

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

The maximum **We** will pay in respect of this Clause is £100,000 in the aggregate during the **Period of Insurance**.

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

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

This Clause will not include

- a) where insurance cover has been arranged but has been invalidated due to
- i) a breach of a warranty or condition
- ii) risk improvements not having been complied with
- b) where the lessee, lessor or other occupier has not made a claim under his policy and should have done so

- c) any amount applied as an excess or deductible under any more specific insurance

Inadvertent Failure to Insure

This Section extends to include **Loss of Rent** receivable at any premises in the United Kingdom which **You** own or for which **You** are responsible which **You** have an obligation to insure but have inadvertently been left uninsured.

Provided that:

- a) **You** advise **Us** in writing immediately when **You** become aware of an omission to insure and will pay any requested premium from the date upon which the insurance of the property became **Your** responsibility
- b) **You** will carry out at not less than annual intervals a check of all properties owned by **You** or for which **You** are responsible to ensure that effective insurance is in force for such properties
- c) **Our** liability shall not exceed £200,000 any one occurrence.

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

This Clause will not include:

- i) any premise more specifically insured
- ii) any appreciation in value

Loss of Attraction

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

Provided always that:

- a) there is an identifiable reduction in **Rent** solely in consequence of the incident
- b) there is no liability for loss resulting from interruption of or interference with the **Business** during the first 12 hours of the **Indemnity Period**
- c) for the purposes of this Clause the **Maximum Indemnity Period** shall be 3 months
- d) **Our** liability under this Clause shall not exceed £50,000 any one **Premises** and £250,000 in the aggregate during the **Period of Insurance**.

Loss of Book Debts

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

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

Provided that **Our** liability under this Clause shall not exceed £25,000 any one occurrence.

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

1. erasure or distortion of information on computer systems or other records:
 - a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to said machine or apparatus
 - b) due to defects in such records
2. deliberate falsification of business records
3. mislaying or misfiling of tapes and records
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration vermin rust damp or mildew or
6. dishonest or fraudulent acts by any of **Your Employees**.

Condition applicable to this Clause

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

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

Loss of Investment Income on Late Payment of Rent

If as a result of **Damage We** are paying indemnity in respect of **Rent Reduction** and the payment by **Us** to **You** is made later than the date upon which **You** would normally have expected to receive the **Rent** from a lessee **We** will pay a further sum representing the investment interest which **You** would have earned by placing the money in **Your** normal deposit account on the earlier date.

Managing Agents Premises

The insurance by this Section is extended to include **Rent Reduction** caused by **Damage** by any **Peril** insured under Section 1 – Property Damage at any premise in the **Territorial Limits** owned or occupied by **Your** managing agents employed or engaged to collect **Rent** receivable.

Provided always that:

- a) such **Rent** receivable is not paid to **You** as a direct result of the incident
- b) the **Rent** receivable is not outstanding for 120 days in excess of its due date

- c) all reasonable steps to recover the **Rent** receivable are taken
- d) such **Rent** receivable is not recoverable under any other policy.

Our liability under this Clause shall not exceed £25,000 any one occurrence.

Mortgagees and Lessors

Any increase in the risk of a **Loss of Rent** receivable resulting from any act or neglect of any mortgagee, leaseholder, lessee or occupier of any **Buildings** (as defined in Section 1: Property Damage) insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided always that such increase in risk is without their prior knowledge or authority and **We** are notified immediately they become aware of such increase in risk and **You** pay an additional premium if required.

Munitions of War

General Exclusion 1 War Government Action and Terrorism will not apply to **Damage** occasioned by the detonation of munitions of war or parts thereof within 1000 metres of the **Premises** provided always that the presence of such munitions does not result from a state of war current at the time of detonation

Compulsory Closure

Interruption of or interference with the **Business** as a result of compulsory closure of the **Premises** by a public body authorised to prevent access to the **Premises** arising from the occurrence of:

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

For the purposes of the cover provided by this Clause the **Indemnity Period** is restated as follows:

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

30 days in respect of each occurrence and

30 days in total in respect of all occurrences in any one **Period of Insurance**

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

Public Utilities

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

- a) electricity at the terminal point of the supply undertaking’s service feed to the **Premises**

- b) gas at the supply undertaking’s meters at the **Premises**
- c) water at the supply undertaking’s main stop cock serving the **Premises**
- d) telecommunications services at the incoming line terminals or receivers at the **Premises** in Great Britain or Northern Ireland but excluding any failure:

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

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

Rent Free Periods

If at the date of the **Damage** the **Premises** are subject to a **Rent** free period concession under the terms of the lease the **Indemnity Period** will be adjusted by adding the unexpired portion of the **Rent** free period to the **Maximum Indemnity Period**.

Rent Review

Where **Rent** is subject to a **Rent** review during the **Period of Insurance**, the **Loss of Rent Sum Insured** may be automatically increased in like proportion, subject to a maximum **Rent** review increase of 20%.

This does not include any increases in **Rent** resulting from alterations, additions, extensions or improvements to the **Buildings** (as defined in Section 1: Property Damage) insured or in respect of any newly erected **Buildings**.

Unlawful Occupation

The insurance by this Section extends to include the actual amount of the reduction in **Rent** receivable by **You** in consequence of access to or use of the **Premises** being hindered or prevented due to the **Premises** or any property within 250 metres of the **Premises** or any rights of way being:

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

We shall not be liable for:

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

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

out workers persons taking part in labour disturbances or civil commotion or malicious persons

2. other erasure loss distortion or corruption of information on computer systems or other records programmes or software unless resulting from The **Perils** insofar as it is not otherwise excluded

Section Conditions

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

Automatic Reinstatement of Sum Insured

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

Cessation of Business

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

First Financial Year

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

Payments on Account

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

Renewal

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

Section Exclusions

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

We will not be liable under this Section for loss arising directly or indirectly from:

1. erasure loss distortion or corruption of information on computer systems or other records programmes or software caused deliberately by rioters strikers locked

Section 3: Employers' Liability

Section Definitions

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

Business

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

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

Compensation

Damages including interest.

Costs and Expenses

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

Cover

We will indemnify **You** against

1. legal liability to pay **Compensation**
- and
2. **Costs and Expenses**

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

Limit of Liability

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

Clauses

Unless otherwise stated in the **Schedule** the following Clauses shall apply subject always to the limits terms conditions and exclusions of this Section and the policy.

Additional Persons Insured

We will subject to the terms of this Section indemnify:

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

Provided that:

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

Corporate Manslaughter and Corporate Homicide Act 2007

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

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

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

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to £5,000,000.

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

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

Court Attendance Costs

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

The maximum **We** will pay for:

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

Cross Liabilities

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

Health and Safety at Work etc. Act 1974

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

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

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

Indemnity to Principals

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

Provided that:

- a) **We** shall retain sole conduct and control of any claim

- b) the Principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section

insofar as they can apply.

- c) **You** would be entitled to indemnity under this Section for such liability if the claim had been made against **You**.

Unsatisfied Court Judgements

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

Provided that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Clause the **Employee** or their personal representatives shall assign the judgement to **Us**.

Work Overseas

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

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

Section Conditions

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

Certificate of Employers Liability Insurance

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

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims against **You** arising out of one original cause

- a) the amount of the **Limit of Liability** or
- b) any lesser amount for which such claim or claims can be settled.

less any sum or sums already paid as **Compensation**

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

Our Right of Recovery

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

Section Exclusions

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

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

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

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

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

Section 4: Property Owners Liability

Section Definitions

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

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Compensation

Damages including interest.

Costs and Expenses

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

Libel or Slander

Oral or written publication or transmission of material which constitutes libel or slander

Products Supplied

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

Cover

We will indemnify **You** against

1. legal liability to pay **Compensation**
- and
2. **Costs and Expenses**

in respect of:

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

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

Limit of Liability

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

Clauses

The following Clauses apply to this Section.

Additional Persons Insured

We will subject to the terms of this Section indemnify:

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

Provided that:

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

Asbestos Limit

Notwithstanding General Exclusion 8 the cover under this Section extends to **Your** liability in respect of:

- a) exposure to
- b) inhalation of

Asbestos including any products containing **Asbestos**.

Our liability under this Clause for all **Compensation** including **Costs and Expenses** payable in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

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

- a) **You** have complied with **Your** legal obligations to manage **Asbestos**
- b) upon discovery of **Asbestos** that requires under the Control of Asbestos at Work Regulations 2012 to be dealt with by a licensed **Asbestos** removal contractor all work immediately stops and an HSE licensed **Asbestos** removal contractor is employed as soon as is reasonably practicable:
 - i) to make safe the area in which the discovery is made
 - ii) who has Employers' and Public Liability Insurance in respect of their liability at law topay **Compensation** with Limits of Liability no less than the limits given under this policy as stated in the **Schedule** and which do not exclude the work to be carried out.

Consumer Protection Act 1987 and Food Safety Act 1990 – Legal Defence Costs

We will indemnify **You** or at **Your** request any director of **Yours** or **Your Employees** against legal **Costs and Expenses** incurred in the defence of any criminal proceedings brought for a breach of:

- a) Part II of the Consumer Protection Act 1987
- b) Food Safety Act 1990 or any regulations made thereunder

committed or alleged to have been committed during the **Period of Insurance** including legal **Costs and Expenses** incurred with **Our** prior written consent in an appeal against conviction arising from such proceedings.

Provided always that:

- i) the criminal proceedings relate to an offence committed in the course of the **Business**
- ii) this Clause will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- iii) **We** will not be liable under this Clause:
 1. where **You, Your** director or **Your Employees** are insured by any other policy of insurance
 2. where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **Yours, Your** director or **Your Employees**
 3. in respect of legal **Costs and Expenses** which **You, Your** director or **Employees** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of **Yours, Your** director or **Your Employees**
 4. in respect of fines or penalties

5. for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
6. unless **We** have the sole conduct and control of all claims

- IV) **You, Your** director or **Employees** will give to **Us** immediate notice of any summons or other process served upon **You, Your** director or **Employees** and of any event that may give rise to proceedings against **You, Your** director or **Your Employees**.

Corporate Manslaughter and Corporate Homicide Act 2007

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

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

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

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to £5,000,000.

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

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

Court Attendance Costs

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

The maximum **We** will pay for:

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

Cross Liabilities

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

General Data Protection Regulations

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

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

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

Defective Premises Act 1972

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

Provided that this indemnity shall not apply to:

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

Environmental Clean up Costs

This Section extends to indemnify **You** in respect of all sums including statutory debts that **You** are legally liable to pay in respect of **Clean Up Costs** arising from environmental damage caused by **Pollution or Contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) **Our** liability under this Clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one **Period of Insurance** and will be the maximum **We** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the **Limit of Liability** stated in the **Schedule**
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

b) **We** will be under no liability:

- i) in respect of **Clean Up Costs** for damage to **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control
- ii) for damage connected with pre-existing contaminated property
- iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
- iv) in respect of removal of any risk of an adverse effect on human health on **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control
- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident
- vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
- ix) for damage caused deliberately or intentionally by **You** or where **You** have knowingly deviated from environmental protection rulings or where **You** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **You** are responsible
- x) in respect of fines or penalties of any kind
- xi) for damage caused by the ownership or operation on behalf of **You** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for damage which is covered by a more specific insurance policy
- xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for damage caused by disease in animals belonging to or kept or sold by **You**.

For the purposes of this Extension the following definitions will apply:

'Clean Up Costs' will mean:

- a) testing for or monitoring of **Pollution or Contamination**
- b) the costs of **Remediation** required by any **Enforcing Authority** to a standard reasonably achievable by the methods available at the time that such **Remediation** commences.

'**Remediation**' will mean remedying the effects of **Pollution or Contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

'**Enforcing Authority**' will mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

'**Pollution or Contamination**' will mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

Health and Safety at Work etc. Act 1974

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

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

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

Indemnity to Principals

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

Provided that:

- a) **We** shall retain sole conduct and control of any claim
- b) the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.
- c) **You** would be entitled to indemnity under this Section for such liability if the claim had been made against **You**.

Legionella

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

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

You shall give notice in writing to **Us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this Clause.

We will not provide indemnity under this Clause:

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

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

Libel or Slander

We will indemnify **You** in respect of 90% of all sums which **You** shall become legally liable to pay as **Compensation** in respect of accidental **Libel or Slander** offences committed during the **Period of Insurance** within Great Britain Northern Ireland the Isle of Man or the Channel Islands in connection with the **Business**.

We will also pay 90% of **Costs and Expenses** in respect of such **Libel or Slander**.

Provided that

1. this Clause does not apply to
 - a) liability arising from any publication utterance or transmission of
 - i) the same or similar material by or on **Your** behalf which first took place prior to the commencement date of this policy.
 - ii) material which to **Your** knowledge is false or is likely to result in a claim for **Libel or Slander**
 - b) liability which attaches solely by virtue of a contract and/or agreement
 - c) any action for damages brought against **You** in a court outside Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - d) any publication for which **You** are responsible for any editorial content.
2. **You** shall take all responsible precautions to avoid **Libel or Slander** and where appropriate shall take advice from a lawyer experienced in the relevant area of law.

3. **You** shall not disclose the existence of this insurance
4. unless a Queen's Counsel or similar legal authority (to be mutually agreed upon by **You** and **Us**) shall advise that any proceedings could be contested with the probability of success **You** shall in the event of a claim or occurrence which may give rise to a claim under this Clause
 - a) tender such apologies and offer such amends as such Counsel or legal authority shall advise should properly be made in the circumstances
 - b) agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure withdrawal of the claim

Our liability cover under this Clause for all **Compensation** payable in respect of all **Libel or Slander** together with all **Costs and Expenses** arising from the same or similar material during any one **Period of Insurance** shall not exceed 90% of the Limit of Liability stated below

You shall be responsible for 10% of all **Compensation** payable and all of the **Costs and Expenses** and if any payment by **Us** shall include an amount for which **You** are responsible hereunder such amount shall be repaid to **Us** immediately

Limit of Liability - £250,000

Motor Contingent Liability

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

Provided that this indemnity will not apply

- a) in respect of loss of or **Damage** to such vehicle or to property conveyed therein
- b) arising while such vehicle is being driven by **You**
- c) in respect of any vehicle being driven by any person who to the knowledge of **You** or a representative of **You** does not hold a licence to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
- d) in respect of which **You** are entitled to indemnity under any other insurance

Overseas Personal Liability

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

Provided that this indemnity shall not apply:

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

Tenants' Liability Extension

With **Our** prior written consent the indemnity under this Section provided shall extend to indemnify any tenant of furnished accommodation let by **You** in respect of the liability of the tenant as occupier of such accommodation subject to there being no more specific policy in force regardless of whether indemnity is provided under such policy.

We will not pay more than the **Limit of Liability** stated in the **Schedule**.

Work Overseas

The indemnity under this Section provided shall extend to apply:

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

Section Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions .

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims against **You** arising out of one original cause

- a) the amount of the **Limit of Liability** or
- b) any lesser amount for which such claim or claims can be settled

less any sum or sums already paid as **Compensation**

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

Section Exclusions

The following exclusions apply to this Section in addition to the General Exclusions .

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

1. the ownership possession or use by **You** of any land unless **We** have agreed to provide cover in respect of such land
2. accidental **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **You**
3. accidental **Bodily Injury** or **Damage** arising from the ownership possession or use by **You** or on **Your** behalf of:

- a) any mechanically propelled vehicle licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **You** are not entitled to indemnity under any other policy)
- b) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
4. liability arising out of any **Products Supplied** other than
- a) food or beverages for consumption on the **Premises** by **Your** directors partners **Employees** or visitors
- b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose.
5. **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
- a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Liability** stated in the **Schedule**.
6. any professional negligence wrongful or inadequate treatment examination prescription advice by **You** or anyone acting on **Your** behalf.
7. liquidated damages fines or penalties.
8. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
9. **Damage** to property owned by hired to or in the custody or control of **You** other than:
- a) personal effects including motor vehicles and their contents belonging to any director partner **Employee** guest or visitor of **Yours**
- b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
- c) premises (including its fixtures and fittings) leased hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement.
10. The following:
- a) fears of the consequences of exposure to or inhalation of
- b) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
- Asbestos** including any products containing **Asbestos**.
11. any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
12. the amount of the **Excess** stated in the **Schedule** for each and every claim.

Section 5: Terrorism

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions.

Act of Terrorism

Limited to **Damage** occasioned by or happening through or in consequence of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

Computer Equipment

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

Consequential Loss

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

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 System**. 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 and the generation of excess or non genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Event

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

Hacking

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

Nuclear Installations

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

- a) The production or use of atomic energy
- b) The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and

which involves or is capable of causing the emission of ionizing radiations

- 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 Reactors

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

Phishing

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

Territorial Limits

Great Britain (Meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 not the Isle of Man nor the Channel Islands).

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, 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

Notwithstanding General Exclusion 1 to the policy the Cover provided by Section 1 Property Damage and Section 2 Loss of **Rent** is extended to include **Damage** and **Consequential Loss** the proximate cause of which is an **Act of Terrorism** carried out within the **Territorial Limits** provided always that the following Conditions and Special Exclusions shall apply to this Section:

Basis of Settlement

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

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

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

Maximum Period

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

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

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

Conditions

It is agreed that:

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

Special Exclusions

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

1. caused by or contributed to by or arising from or occasioned by or resulting from riot civil commotion war invasion act or foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. caused by or contributed to by or arising from or occasioned by or resulting from:
 - a) **Damage** to any **Computer System** or
 - b) any alteration, modification, distortion, erasure or corruption of **Data** in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from b) **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

This exclusion shall not apply in respect of:

- i) **Damage** which itself results directly (or, solely as regards to (ii) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus

or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **Damage** to or movement of buildings or structures, plant or machinery other than any **Computer System**; and

- ii) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of **Damage to Your Property**; or
 - b) **Consequential Loss** as a direct result of **Damage to Your Property** or as a direct result of denial, prevention or hindrance of access to or use of the **Premises** by reason of an **Act of Terrorism** causing **Damage** to other Property within one mile of the **Premises** to which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **Damage to Your Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss
 - iii) and
- is not proximately caused by an **Act of Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

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

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

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

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

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by

or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be covered by this Section.

3. In respect of:

- a) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**
- b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes

Other than:

- i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
- ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
- c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy
- d) bankers blanket bonds
- e) d) any other type of property which is specifically excluded elsewhere in this policy.

Section 6: Legal Expenses & Rent Protection

Introduction

The insurance under Section 6 is managed and provided by Arc Legal Assistance Limited under a delegated authority from AmTrust Europe Limited. It is underwritten by AmTrust Europe Limited, on whose behalf Pen Underwriting is authorised to act via a sub-delegated authority with Arc Legal Assistance Limited.

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

Any word or expression given a specific meaning in the **Schedule** any policy endorsements or this Introduction and the Definitions Exclusions and Conditions shall have the same meaning throughout this policy Section unless **We** state otherwise.

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

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

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

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 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

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 **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' 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.

Important Information

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

Giving Us all the important information

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

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

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

Your Duty of Disclosure

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

This means **You** must:

- a) disclose all material facts of which **You** know or ought to know.
- b) make the disclosure in a reasonably clear and accessible way.
- c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

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

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

- (a) If **You** are an individual (such as a sole trader or individual partner) what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
 - what should reasonably be revealed by a

reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

- If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether you are an individual or not, what should reasonably be revealed by a reasonable search of the information available to you.

Breach of duty

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

- where the breach was deliberate or reckless, **We** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the policy on any terms, **We** may avoid this policy and refuse all claims, but **We** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a premium of £x but **We** should have charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

Warranties and Similar Clauses

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this **Policy**, the **Insurer's** liability under the **Policy** shall be suspended from the time of the breach until the time when the breach is

remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

Important

This policy is a legal contract. **You** must tell Pen Underwriting about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

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

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance **Adviser** when **You** renew this policy.

Definitions

The following Definitions apply to Section 6 and shall keep the same meaning wherever they appear in this Section

You / Your

The individual(s), company or companies or organisation(s) defined in the **Tenancy Agreement** as the 'Landlord' and shown in the insurance **Schedule** as the policyholder, declared to and accepted by **Us** and for which the premium has been paid.

Advisers' Costs

Reasonable legal and mediation fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Proceedings

The pursuit of eviction proceedings, civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Limit of Indemnity

As stated in the Block of Flats Legal Expenses **Schedule**

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance.

In a claim arising from Rent Protection the **Insured Incident** is the first or the start of a series of failures by the **Tenant** to pay the **Rent** in full and on the due date shown in the **Tenancy Agreement**.

Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Schedule

The document headed "Blocks of Flats Legal Expenses **Schedule**", that specify **Your** details the **Limit of Indemnity** any **Policy Excess** Endorsements and Conditions applicable.

Territorial Limits

The United Kingdom.

Insured Period

The **Insured Period** declared to and accepted by **Us** and is shown in the insurance schedule, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches.

For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this insurance will also be cancelled, suspended or withdrawn.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Insurers**.

Adviser

Our mediator, panel solicitor, their agents or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

Insurers

AmTrust Europe Limited

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**. **Deposit** replacement insurance may be purchased in lieu of a **Deposit**, however this must meet or exceed the minimum sum above.

Dilapidations Inventory

A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.

Statement of Fact

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

Tenancy Agreement

A **Tenancy Agreement** between **You** and the **Tenant** in relation to the **Insured Property** which is: -

- (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
- (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
- (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: -

- 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

If the **Tenancy Agreement** is for a commercial **Tenant** it must be compliant with the Landlord and Tenant Act 1954 (Part 2).

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.

Tenant

The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** who has received a **Tenant Reference**.

Tenant Reference

Legal Expenses Only
For Residential Tenants

- a) **You** or **Your** appointed representative carry out internal and external inspections of the **Insured Property** at least once every 6 months and **You** maintain a log of those inspections which **You** retain for at least 24 months
- b) **You** or **Your** appointed representative obtain and record a written formal identification of any prospective **Tenant**;
- c) **You** or **Your** appointed representative obtain and retain a written employers reference for any working **Tenant**;
- d) **You** or **Your** appointed representative obtain and record details of **Your Tenants** bank account and verify those details by receiving at least one payment from that bank account;
- e) **You** or **Your** appointed representative do not accept more than two months advanced cash payments of rent;
- f) **You** or **Your** appointed representative write to advise **Your Tenant** if sub-letting is allowed under the terms of the agreement that they must comply with proviso's a) to e) above when permitting any lettings that they allow

For Commercial Tenants

- a) **You** or **Your** appointed representative carry out internal and external inspections of the **Insured Property** at least once every 6 months and **You** maintain a log of those inspections which **You** retain for at least 24 months;
- b) obtained written references for the **Tenant** prior to the letting proceeding;
- c) recorded details of the **Tenant's** bank account details and verified same by collecting at least one payment via such means.

Rent Protection For Residential Tenants

- a) 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;
- b) **You** or **Your** appointed representative carry out internal and external inspections of the Building at least once every 6 months and **You** maintain a log of those inspections which **You** retain for at least 24 months;
- c) **You** or **Your** appointed representative obtain and record two forms of identification, one of which must be photographic, for any prospective **Tenant**;
- d) **You** or **Your** appointed representative obtain and retain a written employers reference for any working **Tenant**;
- e) **You** or **Your** appointed representative obtain and record details of **Your Tenants** bank account and verify those details by receiving at least one payment from that bank account;
- f) **You** or **Your** appointed representative do not accept more than two months advanced cash payments of rent;
- g) **You** or **Your** appointed representative write to advise **Your Tenant** if sub-letting is allowed under the terms of the agreement that they must comply with proviso's a) to f) above when permitting any lettings that they allow.

For Commercial Tenants

- a) 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
- b) **You** or **Your** appointed representative obtain and record two forms of identification, one of which must be photographic, for any prospective **Tenant**
- c) **You** or **Your** appointed representative carry out internal and external inspections of the **Insured Property** at least once every 6 months and **You** maintain a log of those inspections which **You** retain for at least 24 months
- d) **You** or **Your** appointed representative obtain written references for the **Tenant** prior to the letting proceeding
- e) **You** or **Your** appointed representative record details of the **Tenant's** bank account details and verified same by collecting at least one payment via such means.

Rent

The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.

Insured Property

The insured property shown in the **Schedule** and declared to **Insurers**.

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**.

Policy Excess

The amount that **You** are required to pay towards any claim. As stated in your Block of Flats Legal Expenses **Schedule**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Incident**.

Cover

The Insurance covers **Advisers' Costs** and **Rent** up to the **Limit of Indemnity** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
- and
- b) The **Proceedings** take place in the **Territorial Limits**.

6a Tenant Eviction, Mediation and Pursuit of Rent Arrears

What is insured

- You are covered for **Advisers' Costs** for mediation with the **Tenant** (and **Guarantor** if required) to resolve breaches in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**
- Proceedings 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**
- You are covered for **Advisers' Costs** to pursue eviction **Proceedings** 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**
- You are covered for **Advisers' Costs** to pursue **Proceedings** against a **Tenant** or **Guarantor** for **Rent** arrears owed on a tenancy relating to the **Insured Property** once possession has been gained.

What is not insured:-

Claims

- 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**

- Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- Where the amount in dispute in relation to a non-residential **Tenancy Agreement** falls within the Small Claims Court limit applicable at the date of the **Insured Incident**.
- Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- 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**
- 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**
- Where the **Tenant** is not aged 18 years or over
- 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**
- 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
- If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**
- Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
- 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
- Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- Arising because a non-residential **Tenancy Agreement** is due to end or where the **Insured Incident** relates to the renewal of a non-residential **Tenancy Agreement**.
- Where **Advisers' Costs** 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

Disbursements incurred by the **Adviser** are not covered in relation to a non-residential **Tenancy Agreement** unless **We** have agreed to cover these at **Our** absolute discretion.

6b Non-Tenancy Property Infringement

What is insured

Proceedings for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not insured:-

Claims

- Arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

6c Criminal Prosecution

What is insured

You are covered for **Advisers' Costs** to defend **Proceedings** brought against **You** as a result of a prosecution in a court of criminal jurisdiction where **You** are charged for committing a criminal offence directly and solely arising from **Your** ownership of the **Insured Property**.

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.
- Non-payment of business rates or debts.
- **Your** tax, VAT or PAYE contributions or returns.

6d Hotel Expenses and Storage Costs

What is insured

- Hotel expenses incurred by **You**, whilst **You** try to get a possession order for your **Insured Property** so **You** can live in it subject to the following conditions:
 - You** have nowhere else to stay
 - A claim under 6a Tenant Eviction, Mediation and Pursuit of Rent Arrears is being pursued
 - Evidence is provided for the costs incurred by **You** staying in a hotel
 - Cover will cease as soon as possession of the **Insured Property** has been gained and it is in a habitable condition.

- b) Costs incurred by **You** to store **Your** household possessions while **You** are unable to reoccupy the **Insured Property** subject to the following conditions:
- i) A claim is being pursued under hotel expenses above
 - ii) Evidence is provided for the storage costs incurred by **You**

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**.

4. A minimum of £250 must be in arrears before any claim payments are made.

Exclusions

1. There is no cover:-

- Where the **Insured Incident** occurs within the first 90 days of the **Insured Period** where the **Tenancy Agreement** commenced before the **Insured Period** unless **You** had continuous previous insurance
- Where **Your** act, omission or delay prejudices **Your** or the **Insurers'** position in connection with the **Proceedings** or prolongs the length of the claim
- Arising from a dispute between **You** and **Your** agent or mortgage lender
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
- Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- Where **Your** act or omission prejudices **Your** or the **Insurers'** position in connection with the **Proceedings**
- Where **You** have breached a condition of this insurance
- Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- For any claim which is not submitted to **Us** within 180 days of the **Insured Incident** occurring other than in relation to Sections of cover Tenant Eviction, Mediation, Pursuit of Rent Arrears and Rent Protection where claims must be submitted within 45 days of the **Insured Incident**
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For damages, interest, fines or costs awarded in criminal courts
- For claims made by or against Pen Underwriting, the **Insurers**, the **Adviser** or **Us**
- For appeals without the prior written consent of **Us**
- Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
- Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- For claims made under this insurance which do not arise from and relate to **Your** normal business as a landlord.

6e Rent Protection - optional

This Section shall only apply if shown as Operative in the Legal Expenses **Schedule**

What is insured

You are covered for **Rent** owed by a **Tenant** or **Guarantor** under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Limit of Indemnity**, where the **Insured Incident** occurs during the **Insured Period** 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 6a Tenant Eviction, Mediation, Pursuit of Rent Arrears and Rent Protection
- Where an **Insured Incident** is reported to **Us** more than 45 days of it occurring.

Rent is only payable: -

- a) For up to 6 month's or
- b) For the dates shown as the term in the **Tenancy Agreement**, (if the tenancy has been allowed to roll onto a monthly periodic term, up to expiry of any notice to bring the monthly periodic tenancy to an end) whichever is the lesser; and
- c) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property**; and
- d) Up to the **Limit of Indemnity**

Rent Claims Payments:

1. **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. 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.
3. If the **Deposit** is more than the **Policy Excess**, the cover under the insurance will pay **Rent** arrears after

- For claims directly or indirectly caused by, contributed to or arising from patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.

2. There is no cover for any claim arising from: -

- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Planning law
- The construction of or structural alteration to buildings
- Defamation or malicious falsehood
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- A dispute between persons insured under this policy
- An application for Judicial Review
- A novel point of law

3. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to 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

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 legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

- You** must report claims as soon as reasonably possible within 180 days of the **Insured Incident** other than in relation to Sections of cover Tenant Eviction, Mediation, Pursuit of Rent Arrears and Rent Protection where claims must be submitted within 45 days of the **Insured Incident**, by completing and submitting the claim form with all relevant information.
- 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.
- You** and **Your** agent must act promptly to gain vacant

possession of the **Insured Property** and recover **Rent** arrears.

- 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**.
- You** and/or **Your** agent must attend any court hearing in relation to an **Insured Incident** 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.
- We** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Proceedings**.
- We**, on behalf of **Insurers** have the right under subrogation to pursue **Proceedings** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
- You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If Court Proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- The **Adviser** will:-
 - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - Attempt recovery of costs from third parties.
- In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- You** shall supply all information requested by the **Adviser** and **Us**.
- You** are liable for any **Advisers' Costs** if **You** withdraw from the **Proceedings** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.
- o) We may appoint an **Adviser** to conduct an independent mediation to reach settlement of the **Legal Action** and unpaid **Rent**. The **Adviser's Costs** for the mediation will be paid for by **Us**.

2. Other insurances

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

3. Disputes

If a complaint is not handled 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.

4. 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:

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

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

7. Fraud

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

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

8. Change in Law

Cover under this 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.

Claims Conditions

Claims must be notified to the Claims Line within 180 days of the **Insured Incident** other than in relation to sections of cover **Tenant** Eviction, Mediation and Pursuit of **Rent** Arrears and **Rent** Protection where claims must be submitted within 45 days of the **Insured Incident**.

Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

This insurance only covers legal fees incurred by **Our**, mediators, panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

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

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance..

Claims Line

You should telephone the Legal Helpline and a claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from: -

<https://claims.arclegal.co.uk>

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an independent mediator will be appointed by **Us**. If **You** are unable to reach an agreement with the **Tenant/Guarantor** during the mediation or independently to remedy their failure to perform their 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.

Privacy and Data Protection Notice

1. 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.arclegalassistance.co.uk

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. 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.

6. 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.

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 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
Tel 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If We fail to carry out Our 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

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.

Section 6 of 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

