

ventis

Real Estate Policy

April 2024



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Welcome

Thank **You** for choosing to place **Your** insurance with **Us** and **We** would like to welcome **You** as a **Policyholder**. **We** are here to provide **Our** customers with an outstanding service and put **You** at the heart of everything **We** do.

This contract contains all the important information and is to be read together as one document with the schedule including any endorsements.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** subject to the terms of this policy, in respect of **Damage**, loss or liability, provided that this occurs in connection with the **Business** and during the **Period of Insurance**.

The policy is divided into various sections and the schedule shows the sections of the policy that are operative.

We will send **You** a revised schedule at each annual renewal and during the **Period of Insurance** if an amendment to the policy is made.

If **You** have any questions or would like to make any corrections or amendments, please contact **Us** via **Your** broker.

You have a duty to make a fair presentation of the risk which is covered by this policy. Please ensure all information **You** have provided is accurate and complete. All information should be provided in good faith. If **You** do not comply with this **Your** policy may not be valid and may therefore not cover **You**.

It is **Your** responsibility to advise **Us** about any changes which affect **Your** insurance since the policy inception.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance broker.

Finally, please also review the Statement of Fact provided and advise **Us** via **Your** broker if any of these statements are inaccurate.

Regulatory Information

We are Ventis, a trading name of Mission Underwriting UK Limited. Mission Underwriting UK Limited t/a Ventis is regulated by the Financial Conduct Authority (FCA). FCA Number: 314946 and registered address: One Fleet Place, London EC4M 7WS (Company Number 05314336).

Sections 1-4 and Section 6

Ventis act as an agent for Accelerant Agency Limited – UK Branch (the Master Coverholder) and Accelerant Insurance Europe SA/NV UK Branch (the Underwriters) in performing **Our** duties under this policy.

Accelerant Insurance Europe SA/NV UK Branch is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **Our** regulation by the Prudential Regulation Authority are available from **Us** on request.

The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR025748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

Section 5

This Section is provided by ARAG plc who is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE.

ARAG is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and

regulated by the Financial Conduct Authority, firm registration number 452369.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request (FRN: 659331).

Choice of Law

The parties agree that the Law of England and Wales shall apply to this contract. They further agree to submit to the exclusive jurisdiction of the English courts.

Making a Claim

Sections 1-4 and Section 6

In the event of an incident which **You** feel might give rise to a claim. Please contact **Us** on:

Phone number: 01245 975083

Email address: VentisClaims@McClarens.com

Postal address: McClarens Real Estate Team,
Ground Floor,
Ford House,
31-34 Railway Street,
Chelmsford
CM1 1QS

We will take the details of **Your** claim over the phone removing the need to complete a claim form. **We** will take control of the management of **Your** claim from start to finish and aim to bring **Your** claim to a speedy and satisfactory conclusion.

Section 5

Legal expenses claims will be dealt with by ARAG plc. For full details of how to make a legal expenses claim please refer to the Claims Procedure as shown under **Section 5: Legal Expenses Insurance**.

Complaints

We aim to get it right first time, every time, and to provide **You** with a high standard of service.

Nevertheless, there may be occasions where **You** have a complaint. If **You** have a complaint, **We** will try to resolve it straight away, but if **We** are unable to do that, **We** will confirm receipt of **Your** complaint within three working days and do **Our** best to resolve the problem within eight weeks. If **We** cannot provide a substantive response to **Your** complaint within four weeks, **We** will let

You know when **You** will receive the response. If **You** have a complaint, please contact:

Postal address:

Head Of Compliance,
Mission Underwriting UK Limited,
1 Fleet Place,
London
EC4M 7WS

Email address:

complaints@ventisinsurance.co.uk

If **You** are dissatisfied with the outcome of **Your** complaint after eight weeks, **You** may have the right to refer **Your** complaint to Financial Ombudsman Service (FOS) within six months of **Our** final response letter. The FOS details are:

Website:

financial-ombudsman.org.uk

Telephone:

0800 023 4567 or 0300 123 9123
or (18002) 020 7964 1000 (Relay UK)
or +44 20 7964 0500 (Calling from abroad)

Email address:

complaint.info@financial-ombudsman.org.uk

Using **Our** complaints procedure or contacting the FOS does not affect **Your** legal rights.

Legal expenses complaints will be dealt with by ARAG plc. For full details of how to make a legal expenses complaint please refer to the Complaints Procedure as shown under **Section 5: Legal Expenses Insurance**.

How To Cancel Your Policy

If **You** do not want to accept the policy, **You** have the right to cancel it within 14 days from the date of purchase and/or renewal date.

To do so **You** must advise **Your** broker to instruct **Us** to cancel. No refund will be provided if the policy is cancelled after this time or if a claim has been made against this policy.

Our rights to cancel **Your** policy are contained in the “Cancelling the Policy” condition of this policy.

Employers Liability Tracing Office

Certain information relating to **Your** Policy including, without limitation, the Policy reference(s), employer’s names and addresses (including subsidiaries and any relevant changes of name), coverage dates and employer’s reference numbers provided by His Majesty’s Revenue and Customs will be provided to the Employers’ Liability Tracing Office (ELTO) and added to an electronic database, (the ELTO 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 ELTO 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 ELTO Database will be managed by ELTO. The ELTO 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.

Keeping the Insurer Informed

You must notify **Us**, or **Your** insurance advisor:

- as soon as reasonably possible if **You** become aware that information **You** have given the **Us** is inaccurate.
- within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during the **Period of Insurance**.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will inform **You** if this affects **Your** insurance. For example, **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance. **We** may also cancel **Your** insurance in accordance with the “Cancelling the Policy” condition.

If **You** fail to notify **Us** that information **You** have provided is inaccurate, or **You** fail to notify **Us** of any changes, this insurance may become invalid, and **We** may not pay **Your** claim.

Financial Services Compensation Scheme

Accelerant Insurance Europe SA/NV UK Branch and HDI Global Specialty SE are both covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the Scheme if Accelerant Insurance Europe SA/NV UK Branch and/or HDI Global Specialty SE are unable to meet their obligations to **You** under this policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy.

Further information about the Scheme is available from:

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

Telephone: 0800 678 1100 or 020 7741 4100

or on their website: www.fscs.org.uk

Data Protection and Privacy Notice

To comply with data protection regulations, **We** are committed to processing personal data fairly and transparently. This section is designed to provide an understanding of how **We** collect and use this data.

We may collect personal details including name, address, date of birth, email address and dependent on the type of cover provided, sensitive data such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, risk management and claims handling. **We** will obtain personal data either directly from **You** or from the solicitors or insurance brokers dealing with **Your** Claim.

Who We Are

Ventis is a trading name of Mission Underwriting UK Limited. The use of personal data by **Us** is covered under **Our** individual company registrations with the Information Commissioners Office. Mission Underwriting UK Limited t/a Ventis has a Data Protection Officer who can be contacted at dpo@missionunderwriters.co.uk

How We Will Use Your Data

We may need to send personal data to other parties such as lawyers or other experts, the Court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the Accelerant group so they may contact **You** for feedback.

We will take all reasonable steps to ensure the personal data is treated securely and in accordance with this Privacy Notice.

We will not disclose the personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. **We** may use and share the personal data with other organisations and public bodies

including the police and anti-fraud organisations for the prevention and detection of crime including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

What is the Legal Basis for Processing Your Data?

It is necessary for **Us** to use the personal data to perform **Our** obligations in accordance with any contract that **We** may have with the person taking out this Policy. It is also in **Our** legitimate interest to use the personal data for the provision of services in relation to any contract that **We** may have with the person taking out this Policy.

How Long Will Your Data be Held For?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **Our** legal obligations, resolve disputes and enforce **Our** agreements. If **You** no longer want **Us** to use the personal data, please contact **Us** at dpo@missionunderwriters.co.uk

What Are Your Rights?

The following rights are available in relation to the handling of personal data:

- The right to access personal data held.
- The right to have inaccuracies corrected for personal data held.
- The right to have personal data held erased.
- The right to object to direct marketing being conducted based upon personal data held.
- The right to restrict the processing of personal data held.
- The right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer

Mission Underwriting UK Limited t/a Ventis

One Fleet Place

London

EC4M 7WS

Or via email: dpo@missionunderwriters.co.uk

Remedies for Breach of the Duty of Fair Presentation

If, prior to entering into this insurance contract, **You** breach the duty of fair presentation, the remedies available to the insurer are set out below.

If **Your** breach of the duty of fair presentation is deliberate or reckless:

- **We** may avoid the contract, and refuse to pay all claims; and,
- **We** need not return any of the premiums paid.

If **Your** breach of the duty of fair presentation is not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

- if **We** would not have entered into the contract at all, **We** may avoid the contract and refuse all claims but must return the premiums paid.
- if **We** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if **We** so require.
- in addition, if **We** would have entered into the contract, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) in accordance with the terms under which **We** would have contracted. In those circumstances, **We** shall pay only X% of what **We** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

Definitions

The following Definitions apply throughout this policy unless other specified. They will take the meaning shown below:

Act of Terrorism

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

Asbestos

Asbestos or **Asbestos** fibres including any products which contain **Asbestos**.

Bodily Injury

Including death physical illness disease and medically recognised psychiatric condition.

Business

Your activities as a property owner of the **Premises** covered by this policy.

Compensation

Damages including interest.

Damage

Physical loss, destruction or **Damage**.

Employee

Any person under a contract of service or apprenticeship with **You**, any person hired or borrowed by **You**, any labour only subcontractor, or any person undertaking work experience under **Your** direct control.

Excess

The amount(s) specified in **Your** schedule which **We** will deduct from each and every claim.

Period of Insurance

The period from the effective date and ending with the expiry date as shown in the schedule.

Pollution or Contamination

Pollution or Contamination of buildings or of water or land or the atmosphere and **Bodily Injury** or **Damage** directly or indirectly caused by **Pollution or Contamination**.

Premises

The buildings or part of the buildings and grounds at the address or addresses shown in the schedule owned by **You** or for which **You** are legally responsible in connection with the **Business**.

Property Insured

In respect of Sections 1 - 5 only as stated in the schedule.

Standard Construction

Construction of brick, stone, or concrete. Roofed with slate, tiles, concrete, metal, or **Asbestos** and where composite panels are not present. If timber is only present in respect of floors only, the building can still be classed as **Standard Construction**.

Sum Insured

As stated in the schedule.

Territorial Limits

In respect of Sections 1 - 4 only Great Britain, Northern Ireland the Isle of Man and the Channel Islands.

We/Us/Our

Mission Underwriting UK Limited t/a Ventis for and on behalf of Accelerant Agency Limited and Accelerant Insurance Europe SA.

Policyholder/You/Your

The person(s) or Company named in the schedule.

Vacant or Unoccupied

Buildings that have become 50% or more **Vacant** or **Unoccupied** or have not been actively used for a period of 45 days or more.

Vermin

Wild animals and insects that are believed to cause **Damage** or carry disease.

Conditions

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

Alteration of Risk

If during the **Period of Insurance** there is any alteration of risk or to the facts which **You** disclosed, which may materially affect the risk of **Bodily Injury, Damage**, loss or liability which would fall within the policy cover **You** must advise **Us** as soon as reasonably possible.

We may apply additional terms and conditions to this policy and charge an additional premium, if the risk is unacceptable to **Us**, **We** may cancel the policy. If **You** fail to tell **Us** about an alteration of risk, **We** may:

- cancel the policy back to the date when the alteration occurred.
- reduce the amount payable in respect of a claim.
- apply additional terms and restrictions that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

If **We** decide to reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim.

We will compare the premium which **You** paid with the premium which **We** would have charged had **You** told **Us** about the alteration of risk and amend the claim payment proportionately.

Cancelling the Policy

We have the right to cancel **Your** policy, where there is a valid reason for doing so. **We** will provide **You** with a minimum of 14 days' notice in writing, **We** will set out **Our** reason for cancellation.

We will refund the premium for the exact number of days left on the policy.

If a claim has been submitted during the current **Period of Insurance**, **We** will not refund any part of the premium.

For **Your** rights to cancel the policy please see "How to Cancel **Your** Policy".

Interest Clause

The interests of third parties which **You** are required to include on this policy are automatically noted. **You** must advise **Us** at the time of notification of any claim.

Fire Break Doors and Shutters

It is a condition precedent to **Our** liability that all Fire break doors and shutters are kept closed other than during trading hours. They must be maintained and in working order.

Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that **You** will maintain all Fire extinguishing appliances in efficient working order and under a contract of maintenance during the **Period of Insurance**.

Average

In the event of a claim if the total **Sum Insured** specified in the schedule is less than 85% of the total value of the **Property Insured**, **We** shall only pay the 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 members at intervals of not more than 3 years and where necessary increase the sums insured to at least the amount stated in the valuation and made appropriate allowance in the **Sum Insured** for inflation increase in the period between valuations.

Reasonable Precautions

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

- take all reasonable precautions to prevent or reduce **Damage**, accident or **Bodily Injury**.
- ensure statutory requirements and other regulations are complied with.
- correct any defect or danger that becomes apparent.
- maintain the **Business** and **Premises** in a good state of repair.

Roof Maintenance Condition

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

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

Fair Presentation

You must make a fair presentation of the risk when **You** first take out a new business policy with **Us** and at renewal and when making any alteration to this policy.

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

- failure was deliberate.
- **We** would not have entered into this policy on any terms had **You** made a fair presentation.

If **We** void this policy, **We**:

- shall treat the policy as if it had not existed from the effective date.
- will return the premium paid for the period for which the policy is treated as not having existed.

- will deduct from any return of premium any monies paid in respect of claims within the period for which the policy is treated as not having existed.

If **We** would have entered into or renewed this policy on different terms, had **You** made a fair presentation of the risk, **We** may:

- reduce the amount payable in respect of a claim.
- apply additional terms and restrictions that **We** would have applied to the policy had **You** provided a fair presentation of the risk.

If **We** decide to reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim.

We will compare the premium which **You** paid with the premium which **We** would have charged had **You** made a fair presentation of risk and amend the claim payment proportionately.

Vacant or Unoccupied Premises

It is a condition precedent to **Our** liability that when the **Premises** is **Vacant** or **Unoccupied**, **You** will advise **Us**:

- as soon as reasonably possible.
- of **Damage** to the **Premises**.
- if contractors will attend the **Premises** for renovation, conversion or alterations.

The following must be complied with by **You**:

- an internal and external inspection of the **Premises** every 7 days and a written record of such inspections maintained.
- gas and electricity turned off and water turned off and drained (Other than when needed for security and or Sprinkler systems).
- waste materials removed from the interior of the **Premises** and adjoining spaces owned by **You**.
- letterboxes must be sealed.
- the **Premises** must be secure and all locks and other security devices in operation.
- ground floor windows and doors must be securely fastened.

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.

Survey

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

We will be allowed access to the **Premises** to carry out a survey.

You will provide **Us** a survey contact name, phone number and email address to arrange the survey within 7 days of the request and cooperate fully during the visit.

You will adhere to any risk improvement requested following the survey within the timescales specified and all requirements remain in place for the duration of the policy.

We reserve the right to amend the terms and conditions and or adjust the premium paid, or cancel cover under this policy if **You** fail to comply with the above

These Claims Conditions apply in addition to any conditions shown at the front of this policy or within the Sections of this policy.

Our Requirements of You

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

- notify **Us** as soon as possible of a circumstance which may give rise to a claim under this policy.
- notify **Us** within 7 days of the event in the case of **Damage** caused by riot civil commotion or labour disturbances.
- tell the police as soon as possible if **Damage** is caused by thieves or malicious persons.
- notify **Us** within 30 days of any other claim made against **You** and forward

every letter of claim, writ summons or process and any other written notification of claim unanswered to **Us** immediately.

- provide to **Us** in writing such detailed particulars and proofs as required and (if required) a declaration of the truth of **Your** claim.
- give **Us** all information, documents, co-operation and assistance which **We** may require.
- safeguard and not destroy any evidence.
- not make any admission of liability or offer promise or payment without **Our** written consent.
- take all practicable action to minimise the claim.

Arbitration

If any difference arises as to the amount to be paid under this policy, 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. Any award shall be a condition precedent to any right of action against **Us**.

Other Insurances

If when a claim occurs there are other insurances effected by **You** applicable to such event, **Our** liability shall be limited to its rateable proportion.

Fraud

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

- will not pay the claim.
- may recover from **You** any sums already paid by **Us** in respect of the claim.
- shall treat the policy as having been terminated with effect from the time of the fraudulent act, and **You** will not be entitled to any refund of premium.

Fraudulent claims include:

- making a claim which is fraudulent or fictitious.
- intentionally inflating a claim.
- wilfully causing loss, **Damage** or **Bodily injury**.
- using false or forged documents or information

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

Our Rights

In the event of any incident which could result in a claim under this policy, **We** may:

- Prosecute in **Your** name for **Our** benefit any claim for indemnity of damages.
- Take over, defend and conduct any legal action in **Your** name.
- Enter any building where **Damage** has occurred.
- Under Section 3 and 4, pay to **You** the amount of the limit of liability for such occurrence (less any sums paid) 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).

Excess Repayment

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

Subrogation

You shall at **Our** request take all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

Terms Not Relevant to the Loss

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

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

Exclusions

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

We shall not be liable for:

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Agreement does not cover loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

Terrorism

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

Except as provided by Section 3 Property Owners Liability, Section 4 Employers Liability and Section 6 Terrorism (If terrorism is shown as operative on the schedule.

This exclusion also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

If the Reinsurers allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon Us.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Civil Commotion

We shall not be liable for **Damage** caused directly or indirectly by civil commotion in Northern Ireland

Cyber Exclusion

Notwithstanding any provision to the contrary herein or any endorsement thereto, it is understood and agreed as follows: -

This insurance does not insure, loss, **Damage**, destruction, 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, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means 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 means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows: -

Should electronic data processing media insured by this Agreement suffer physical loss or **Damage** insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the costs of copying the 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 Agreement does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

NCBR Terror Exclusion

Any **Act of Terrorism** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear **Pollution or Contamination** shall be excluded.

Sanctions

We shall not 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 reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

Nuclear Energy Risks

This Insurance Agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of insurance and/or via Pools and/or Associations.

For all purposes of this Insurance Agreement Nuclear Energy Risks shall mean all first party and/or third-party insurances (other than Workers' **Compensation** and Employers' Liability) in respect of:

- All **Property** on the site of a nuclear power station.

Nuclear Installations, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

All **Property**, on any site (including but not limited to the sites referred to above used or having been used for:

- the generation of nuclear energy or
- the **Production, Use or Storage of Nuclear Material**.

Any other **Property** eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

The supply of goods and services to any of the sites, described except as undernoted, Nuclear Energy Risks shall not include:

- any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in (I) to (III) above (including contractors' plant and equipment).
- any machinery breakdown or other engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by **Nuclear Material**.

However, the above exemption shall not extend to:

The provision of any insurance whatsoever in respect of:

- **Nuclear Material**,
- any **Property** in the High Radioactivity Zone or Area of any **Nuclear Installation** as from the introduction of **Nuclear Material** or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

The provision of any insurance or for the under noted perils:

- fire, lightning, explosion,
- earthquake,
- aircraft and other aerial devices or articles dropped there from,
- irradiation and radioactive contamination,
- any other peril insured by the relevant local Nuclear Insurance Pool and/or Association,

in respect of any other **Property** not specified above which directly involves the **Production, Use or Storage of Nuclear Material** as from the introduction of **Nuclear Material** into such **Property**.

Definitions

"**Nuclear Material**" means:

- nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a **Nuclear Installation**, either alone or in combination with some other material, and
- **Radioactive Products or Waste**.

"**Radioactive Products or Waste**" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"**Nuclear Installation**" means:

- any **Nuclear Installation**,
- any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel, and
- any facility where **Nuclear Material** is stored, other than **storage** incidental to the carriage of such material.

"**Nuclear Installation**" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"**Production, Use or Storage of Nuclear Material**" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **Nuclear Material**.

"**Property**" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"**High Radioactivity Zone or Area**" means:

- for nuclear power stations and **Nuclear Installations**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- for non-reactor **Nuclear Installations**, any area where the level of **Radioactivity** requires the provision of a biological shield.

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

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

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

Asbestos Exclusion

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of **Asbestos** or any materials containing **Asbestos** in whatever form or quantity.

Communicable Disease

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, **Damage**, liability, claim, cost or expense (whether such loss, **Damage**, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- Coronaviruses; and
- Coronavirus disease (COVID-19); and
- Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- any mutation of or variation of above; and
- any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- any fear or anticipation of the above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply in respect of these classes ("Classes") written in the UK:

- Employer's Liability

Sonic Bangs

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

Aircraft travelling at supersonic speeds.

We shall not be liable for **Damage** or loss resulting from **Damage** caused by, arising from, or consisting of pressure waves caused by Aircraft and other aerial devices travelling at sonic or supersonic speeds but this exclusion clause will not apply to subsequent **Damage** or loss resulting from subsequent **Damage** which itself results from an ensuing cause which is not otherwise excluded

Section 1: Property Damage

Definitions

The following definitions apply to this Section in addition to the Definitions at the front of this policy and keep the same meaning wherever they appear in the Section.

Buildings

Buildings at the **Premises** specified in the schedule which **You** are responsible:

- landlord's fixtures and fittings.
- all foundations or footings.
- service areas, car parks, walls, gates, fences, forecourts and driveways.
- all fixed glass.
- roads, pavements, pedestrian malls, and street furniture.
- fixed fuel, oil, gas, diesel, and liquefied petroleum gas tanks.
- security devices, Fire protection devices, signs and communication aerials.
- landscaping including ornamental features and statues.
- tennis courts, swimming pools, and roof gardens.
- Outbuildings and sub-stations.

Landlords Contents

Landlords Contents at the **Premises** specified in the schedule which **You** are responsible:

Common Parts

Contents of **Common Parts** including furniture, furnishings, fitted carpets, fixtures and fittings, potted plants and signs.

Residential Accommodation

Furniture, furnishings, fitted carpets, appliances and other household goods (excluding brown goods) in any self-contained flat or other private dwelling.

The Perils

Fire

not caused by:

- Earthquake or subterranean Fire.
- the property's own spontaneous fermentation or heating or it's undergoing any heating process.

Lightning

Aircraft

- including aerial devices and or articles dropped there from.

Explosion of domestic boilers but not caused by

- Earthquake or subterranean Fire.
- 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.

Earthquake

- including subterranean Fire.

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

Malicious Persons excluding **Damage**:

- caused by cessation of work.
- caused by confiscation requisition or destruction by order of the government or any public authority.
- when the **Premises** are **Vacant** or **Unoccupied**.
- caused by Theft.
- caused by a tenant, their family or guests occupying the building or part of for residential purposes.

Theft or attempt there at excluding **Damage**:

- in respect of property in the open.
- caused by **Your Employees** tenants or any other persons lawfully in the **Premises**.
- when the **Premises** are **Vacant** or **Unoccupied**.
- which **You** are able to recover from another source or which is more specifically insured.

Storm excluding **Damage**:

- to fences, gates and moveable property in the open or in open sided **Buildings**.
- caused by the Escape of Water from the normal confines of any natural or artificial water course lake, reservoir, canal or dam.
- caused by inundation from the sea weather.
- attributable solely to change in the water table level.
- caused by frost Subsidence ground heave or landslip.

Flood excluding **Damage**:

- caused by Storm.
- caused by Escape of Water from any tank or pipe.
- to fences, gates and moveable property in the open or in open sided **Buildings**.

- attributable solely to change in the water table level.
- caused by frost Subsidence ground landslip or heave.

Escape of Water from any tank or pipe excluding **Damage**:

- when the **Premises** are **Vacant** or **Unoccupied**.
- caused by water discharged or leaking from any automatic sprinkler installations.

Sprinkler Leakage accidental Escape of Water from a sprinkler installation in the **Premises** excluding **Damage** occasioned by or attributable to:

- heat caused by Fire.
- freezing when the **Premises** are **Vacant** or **Unoccupied**.
- repairs, alterations or extensions to the **Buildings** and/or sprinkler installations.
- defects in construction or condition of which **You** are aware.

It is a condition precedent to **Our** liability that the system is serviced and maintained at least annually by an appropriately qualified engineer and records kept.

Impact by:

- falling trees excluding **Damage** caused by lopping, felling or pruning.
- aerials or satellite dishes.
- vehicles (road or rail) or animals.

Accidental Damage Any other Accidental Damage to the **Premises** excluding **Damage** which is Covered by or specifically excluded under the other Perils.

In respect of:

- property in transit.
- money, bonds or credit cards.
- glass and sanitaryware.
- **Buildings** which are left **Vacant** or **Unoccupied**.
- property let out on hire or loan.
- loss caused by **You** voluntarily parting with title or possession of any property if induced to do so by deception.
- **Damage** to any part of any electrical plant or apparatus directly caused by breakdown, leakage of electricity including its own short circuiting, associated **Damage** to other **Property Insured** remains covered.
- items in greenhouses.
- vehicles licensed for road use including caravans and trailers.

Caused by:

- inherent vice, latent defect, gradual deterioration, wear and tear and frost.
- change in water table level.
- its own faulty or defective design or materials.
- faulty or defective workmanship on **Your** part or any of **Your Employees**.
- change in temperature, colour, flavour, texture or finish, action of light.
- corrosion, rust, rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, **Vermin** or insects.
- mechanical or electrical breakdown.
- normal settlement or bedding down of new structures.
- wind, rain, hail, sleet, snow, Flood or dust in respect of **Damage** to moveable

property in the open or in open sided **Buildings**, fences and gates.

- acts of fraud or dishonesty.
- unexplained disappearance or inventory.
- electrical or magnetic injury disturbance or erasure of electronic records.
- destruction of a building or structure caused by its own collapse or cracking.

Subsidence Damage caused by Subsidence landslip or ground heave of any part of the site on which the **Property Insured** stands.

We will not be liable under this Extension for:

- **Damage** to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless affecting a building insured.
- **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations, repair or demolition.
- **Damage** caused by defective design or workmanship or defective materials.
- **Damage** caused by the bedding down of new structures or by the settlement or movement of made-up ground or by coastal or river erosion.
- **Damage** which commenced prior to the inception of the cover under this extension.

You must:

- keep the **Property Insured** in good state of repair.
- advise **Us** immediately in writing in the event of the operation of a cause insured by this Peril.
- notify **Us** if demolition, excavation or building work is being commenced at or affecting any part of the **Property Insured** or the adjoining site.
- in the event of demolition, excavation or building work commencing **We** have the right to vary or cancel the cover provided.

Cover

We will indemnify **You** in respect of **Damage** to **Property Insured** caused by each of the perils insured as they appear in the schedule occurring during the **Period of Insurance** subject to the terms, exclusions and conditions of the policy.

Excess

We shall not indemnify **You** for the amount of the **Excess** as stated in the schedule.

Limit

Our liability under this Section shall not exceed the **Sum Insured** for each item of property as shown in the schedule; or any applicable lesser limit, which shall form part of the **Sum Insured**.

Basis of Settlement

The amount payable in respect of **Buildings** and landlords' contents will be the cost of **Reinstatement** of the property at the time of the **Damage**.

At the inception of each **Period of Insurance** **You** will advise **Us** of the Declared Value of the **Property Insured**. In the absence of such declaration the last amount declared will be adjusted to reflect Index-Linking this figure will then be taken as the Declared Value for the ensuing **Period of Insurance**.

Reinstatement

is defined as:

- the repair or restoration of property Damaged.
- the rebuilding or replacement of property lost or destroyed.

In either case, to a condition equivalent to but not better or more extensive than its condition when new.

This is subject to:

No payment beyond the amount which would have been payable had this clause not been operative shall be made:

- unless **Reinstatement** is commenced and carried out without unreasonable delay.
- until the cost of **Reinstatement** has been incurred.
- if the **Property Insured** at the time of the **Damage** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same **Basis of Settlement**.

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.

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.

Day One Reinstatement

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** including:

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

The amount payable under this clause in respect of **Buildings** will be the cost of **Reinstatement** of the property where **Damage** occurred.

The condition of Average is amended to read:

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

Designation

For the purpose of determining where necessary the 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.

Section Exclusions

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

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

- vehicles licensed for road use, caravans, trailers, railway, locomotives.
- land, piers, jetties, bridges, culverts or excavations.
- livestock.
- growing crops or trees.
- property more specifically insured.
- property or structures in course of construction or erection including connected materials or supplies.
- art with a value in excess of £5,000 any one item.
- jewellery precious stones and metals.
- consequential loss of any kind.
- mobile phone masts or **Damage** caused by mobile phone masts erected on the **Premises**.
- watercraft, aircraft, unmanned aerial vehicle or satellite.

Pollution or Contamination

We shall not be liable for **Damage** directly or indirectly connected with **Pollution or Contamination**, **We** will however pay for destruction or **Damage** to the **Property Insured** not otherwise excluded, caused by:

- **Pollution or Contamination** which itself results from any of The Perils.
- any of The Perils which itself results from **Pollution or Contamination**.

Section Extensions

The cover provided by this Section is extended to include the below. Unless specifically stated otherwise these extensions do not increase **Our** liability as stated under limit.

Archaeological Costs

We will cover **You** for the costs incurred following **Damage** as a direct result of **You** complying with **Your** statutory obligations following the discovery of archaeological finds during site excavation.

Provided that **You** did not have any pre-existing knowledge of the presence of archaeological remains prior to the start of the works.

Our liability for this extension shall not exceed £100,000 any one occurrence.

Capital Additions

Under the **Buildings** and **Landlords Contents** items cover extends to include capital additions, alterations, improvements and newly acquired and/or newly erected **Buildings** within the **Territorial Limits** provided they are not otherwise insured.

This is subject to the following:

- the amount shall not exceed 10% of the total **Sum Insured** for **Buildings** or £1,000,000 whichever the less.
- this Clause does not include cover for appreciation in value.

You must provide **Us** with details of additional insurance as soon as practicable and pay the additional premium required from its inception.

Liability under this extension is payable in addition to the limit shown.

Concern for Welfare Costs

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

We will not be liable for costs incurred following **Damage**:

- caused by the police in the course of criminal investigations.

Our liability shall not exceed £25,000 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 additionally benefit under the policy up to the date of completion of the purchase.

This cover is provided where the building is not otherwise insured in respect of such **Damage**.

The purchaser must comply with the terms of this policy.

Contractors Interest

Where **You** are required to insure the **Buildings** in joint names of **You** and a contractor under the terms of a condition in the contract between **You** and the contractor

Then the interest of the contractor is noted as joint insured in respect of the **Property Insured**

You will advise **Us** of details of any single contract valued in excess of £250,000 or 10% of the **Sum Insured** on the **Property Insured** whichever is the less.

Contract Works

Cover under this Section is extended to include Contract Works to the extent to which **You** have contracted to arrange cover provided that:

- this Clause shall not apply to any contract where the original contract price or contract value on completion exceeds £250,000 any one single contract.
- this clause shall only apply if the Contract Works are not otherwise insured.

Diminution in Value

In the event of **Damage** to other property in the vicinity of the **Premises** which had been offered for sale on the open market at the time of such **Damage** and as a consequence there is a reduction in the sale price of such **Premises**. **We** agree to pay to the **Policyholder** the difference between the pre and post **Damage** sale values in respect of such **Premises** the amount payable will be substantiated by a practicing member of the Royal Institute of Chartered Surveyors whose appointment will be agreed by **You** and **Us** and due allowance will be taken of all other sums recovered in respect of **Damage** under the insurance and from any other source.

Our liability under this extension shall not exceed £250,000 any one occurrence during the **Period of Insurance**.

Drain Clearing

Cover under this Section extends to include reasonable expenses incurred by **You** in clearing, cleaning or repairing drains, gutters and sewers which **You** are legally responsible in consequence of **Damage** as insured by this Section.

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

Environmental Cover

We will pay for the additional costs (when the upgrade is imposed upon **You** by **Us**) necessarily and reasonably incurred in rebuilding or repairing the building following **Damage** in a manner that aims to reduce potential harm to the environment by improving energy efficiency.

We will not cover under this extension:

- cover for costs of complying with legislation, act of parliament or any public authority.
- Cost **You** had already planned to be carried out prior to **Damage**.
- Costs to replace undamaged **Buildings**.
- For any **Vacant** or **Unoccupied Buildings**.
- Where **You** elect not to repair or rebuild the building.

Our liability under this extension shall not exceed £500,000 any one occurrence.

European Community and Public Authorities including Undamaged Property

Additional cost of **Reinstatement** as may be incurred solely by reason of the necessity to comply with the stipulations of:

- European Community legislation.
- building or other regulations under or framed in pursuance of any Act of Parliament or byelaw of any public authority (hereinafter referred to as 'the Stipulations')

excluding the cost incurred in complying with the Stipulations:

- in respect of **Damage** occurring prior to the granting of this extension.
- in respect of **Damage** not insured by this policy.
- under which notice has been served upon **You** prior to the occurrence of the **Damage**.
- for which there is an existing requirement which has to be implemented within a given period.
- in respect of property entirely undamaged by any cover hereby insured against.

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.

The amount of any charge or assessment caused by capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions applicable to this extension:

- The work of **Reinstatement** must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time **We** may allow during the said 12 months and

may be carried out upon another site if the Stipulations so necessitate subject to **Our** liability under this Supplementary Condition not being thereby increased.

- If **Our** liability under any item of this policy apart from this Supplementary Condition shall be reduced by the application of any of the terms and conditions of this policy, then **Our** liability under this Supplementary Condition in respect of any such item will be reduced in like proportion.
- The total amount recoverable under any item of this policy under this Section shall not exceed 15% of its **Sum Insured** or where the **Sum Insured** by the item applies to property at more than one **Premises** 15% of the total amount for which **We** would have been liable had the **Property Insured** by the item at the **Premises** where **Damage** has occurred been wholly destroyed.
- The total amount recoverable under any item of this policy will not exceed the **Sum Insured**.
- 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.

Eviction of Squatters

This Section includes necessarily and reasonably incurred cost to remove or evict squatters from a building. This is subject to:

- such loss is not otherwise insured.
- **We** will not be liable for fine penalties or **Compensation** or damages arising in the course of the removal of the squatters.
- squatters not being present prior to inception.

Our liability shall not exceed £50,000 any one occurrence.

Fire Extinguishment Expenses

We will pay costs reasonably and necessarily incurred with in refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks caused by **Damage** by Fire insured under this Section.

Our liability under this Clause is limited to £10,000 in respect of any one occurrence.

Fly Tipping

We will pay costs reasonably incurred by **You** with clearing and removing property illegally deposited at the **Premises**.

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

Further Investigation Expenses

Where a Building has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building**, **We** will pay the reasonable costs incurred by **You** with **Our** prior 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.

Illegal Cultivation of Drugs

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

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

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

Inadvertent Failure to Insure

Under the **Buildings** and **Landlords Contents** items cover 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.

You must advise **Us** in writing immediately **You** become aware of an omission to insure and will pay the appropriate premium.

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**.

This is subject to the following:

- **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.
- this clause does not include **Cover** for appreciation in value.
- this clause does not include **Cover** for any **Premises** more specifically insured.
- **You** must provide **Us** with details of additional insurance as soon as practicable and pay the additional premium required from its inception.

Our liability shall not exceed £1,000,000 any one occurrence.

Liability under this extension is payable in addition to the limit shown.

Landlords Contents

This Section extends to include **Landlords Contents** belonging to **You** at the **Premises**.

Our liability shall not exceed £25,000 for any one **Premises** unless otherwise stated in the schedule.

Landlords Gardening Equipment

We will pay for **Damage** caused by any insured Peril to landlords gardening equipment whilst in any locked outbuilding at the **Premises**.

Our liability under this extension shall not exceed £10,000 any one occurrence.

Landscaped Grounds

We will pay 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**.

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

Loss of Metered Utilities

This Section extends to include costs for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

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

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

Loss Minimisation and Prevention Expenditure

We will pay the costs reasonable incurred by **You** or on **Your** behalf to prevent or minimised further **Damage** at the **Premises**. This is subject to:

- costs being a direct result of or directly related to the **Damage**.
- not being more specifically insured.
- **You** will be responsible for the first 10% of all costs payable or £250 whichever is greater.

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

Malicious Damage by Residential Tenants

In the event of **Damage** by **Malicious Persons** **We** will pay for the **Damage** caused by a tenant and other persons lawfully on the **Premises**, which cannot be recovered from any security deposit.

We shall not be liable for **Damage** under this extension caused by:

- **Theft** or attempted **Theft**; and or
- the illegal Cultivation of Drugs.

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

- shall in each instance obtain and record formal identification and written verified references for all tenants or prospective tenants.
- produce written references at **Our** request in the event of a claim under this clause.

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

Managing Agent

We will agree to waive any rights remedies or relief to which **We** may be entitled to by subrogation against a managing agent if acting solely in the capacity as managing agent in respect of **Your** property but excluding **Damage** caused by managing agents' gross negligence or recklessness.

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**.

Other Interests

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

Personal Possessions

We will cover **You** for **Damage** to any of **Your** directors, partners, customers, visitors and **Employee's** personal effects (other than motor vehicles) provided that they are not insured elsewhere.

Our liability under this extension is limited to £500 any one person any one occurrence.

Privity of Contract

Subject to the Special Conditions below, **We** shall pay sums **You** are legally liable to pay for the repair or **Reinstatement** of damaged **Premises** previously owned and insured by **You** and where the succeeding owner has failed to maintain adequate insurance cover.

Special Conditions applicable to this extension:

- the insurance by this extension will not contribute in respect of any more particular insurance effected by the new owner tenant or sub tenants.
- **You** will take all reasonable and appropriate steps to obtain released from **Your** liabilities under the covenants to insure such property on its disposal.
- this extension will only be effective if **We** are the sole provider of Building insurance in respect of **Your** properties owned in connection with the **Business** as shown in the schedule and where **You** have an obligation to arrange such insurance.

Provided always that **Our** liability under this extension shall not exceed £1,000,000 any one occurrence or in the aggregate any one **Period of Insurance**.

Professional Fees

Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the **Reinstatement** or repair of the property consequent on its **Damage** but not for preparing any claim. The liability for such **Damage** and fees will not exceed in the aggregate the **Sum Insured** by each such item.

Removal of Debris (including tenant's contents)

We will pay **You** costs incurred by **You**:

- removing debris.
- propping the portion or portions or shoring up of the **Property Insured** as a result of **Damage**.
- dismantling and/or demolishing.
- the irrecoverable costs (where they are not insured elsewhere) incurred by **You** to remove the debris of tenants' contents following **Damage**.

We will not pay for costs:

- to remove debris except from the site of the damaged property and the area adjacent to the site.
- caused by **Pollution or Contamination** of property not insured by this Section.

Removal of Nests

This Section extends to include the costs necessarily and reasonably incurred by **You** in the removal of nests from the **Buildings** at the **Premises** provided that:

- **We** shall not pay for any costs in removing nests already existing in the **Buildings** prior to the inception of this cover.

Our liability under this extension is limited to £1,000 in respect of any one occurrence.

Replacement of Keys

The costs reasonably incurred for the replacement of locks following the **Theft** of keys to the **Premises** or reasonable evidence that keys have been duplicated by an unauthorised person provided that:

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

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

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

Services

The **Property Insured** includes telephone, gas, water and electric instruments, meters, pipes, ducts and cables and the accessories at **Your** property for which **You** are responsible.

Seventy-Two Hour Provision

All individual losses caused directly by the insurable peril of Storm, Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **Excess** will apply.

Sprinkler Upgrade Costs

The additional costs incurred (when upgrade is imposed upon **You** by **Us**) to upgrade an automatic sprinkler installation with current Loss Prevention Council (LPC) rules following **Damage** providing the installation conformed to LPC rules at the time of installation and the system has a complete service record.

Subrogation Waiver

In the event of a claim, **We** agree to waive any rights, remedies or relief against:

- any company being parent or subsidiary to **You** as defined in the Companies Act
- any company which is a subsidiary of a parent company of which **You** are yourself a subsidiary as defined in the Companies Act
- any tenant or lessee of the **Premises** provided that the **Damage** did not result from a criminal fraudulent or malicious act of the tenant or lessee.

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 within the **Territorial Limits** provided that:

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

Third Party Failure to Insure

We will pay in respect of any **Buildings** owned by **You** for which (by the terms of an agreement with **You**) the tenant, lessee or other occupier of the **Buildings** 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**.

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

You must advise **Us** in writing immediately when **You** become aware that such insurance is not in force.

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

This Clause will not include:

- any amount applied as an **Excess** or deductible under any more specific insurance.
- where insurance cover has been arranged but has been invalidated due to a breach of a warranty or condition or risk improvements not having been completed.
- where the tenant, lessee or other occupier has not made a claim under their policy and should have done so.

Liability under this extension is payable in addition to the limit shown.

Trace and Access

The costs necessarily and reasonably incurred by **You** in locating the source of **Damage** caused by an escape of oil or water from any fixed water or

heating system in the **Buildings** and subsequent repair of **Damage** caused by locating the source.

Our liability shall not exceed £50,000 any one occurrence.

Trades People

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

Tree Felling and Lopping

It is agreed that cover extends to include the costs necessarily and reasonably incurred by **You** in the lopping or removal of tree(s) at the **Premises** for which **You** are responsible following **Damage** provided that:

- 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**.
- **We** shall not pay for any legal or public or local authority costs involved in removing any tree(s).

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

Unauthorised Use of Electricity Gas or Water

It is agreed that cover extends to include the cost of metered electricity gas or water for which **You** are legally responsible caused by unauthorised use by persons taking possession of or occupying **Premises** without **Your** authority:

Subject to **You** taking all practical steps to terminate such unauthorised use as soon as it is discovered.

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

Section 2: Loss of Rent

Definitions

The following definitions apply to this Section in addition to the Definitions at the front of this policy and keep the same meaning wherever they appear in the Section.

Rent

The money paid or payable to **You** by tenants in respect of services rendered (including service charges) at the **Premises** in relation to the letting of **Premises**.

Standard Rent Receivable

The **Rent** receivable during the period corresponding with the **Indemnity Period** in the 12 months immediately before the date of the **Damage** proportionately increased where the **Maximum Indemnity Period** exceeds 12 months.

Indemnity Period

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

Maximum Indemnity Period

The period (in months) shown in the schedule.

Cover

In the event that **Damage** occurs at the **Premises** caused by any of the perils under Section 1: Property **Damage** of the policy occurring during the **Period of Insurance**, **We** will cover **You** for:

Loss of Rent

The reduction in the **Rent** receivable by **You** during the **Indemnity Period** in consequence of the **Damage** less any savings that result from reduced costs during the same period and less any **Rent** received from the provision of alternative accommodation.

Cost of Re-Letting

Legal and other costs necessarily and reasonably incurred during the **Indemnity Period** in re-letting the buildings in consequence of the **Damage**.

Business Rates

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

Increased Cost of Working

further costs incurred necessarily and reasonably in consequence of the **Damage** solely to avoid or minimise the loss of rent during the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure.

Our maximum liability shall not exceed 200% of the **Sum Insured** to take into account any **Rent** reviews which would have taken place but for the occurrence of the **Damage** during the **Indemnity Period**.

Excess

We shall not indemnify **You** for the amount of the **Excess** as stated in the schedule.

Limit

Our liability under this Section shall not exceed the **Sum Insured** for each Section and in total shall not exceed the total **Sum Insured** for all items as shown in the schedule.

Section Conditions

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

First Financial Year

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

Payments on Account

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**.

Automatic Reinstatement of Sum Insured

In the event of **Damage** under this Section **We** shall automatically reinstate the **Sum Insured**.

Section Extensions

The cover provided by this Section is extended to include the below. Unless specifically stated otherwise these extensions do not increase **Our** liability as stated under limit.

Alternative Residential Accommodation and Rent

If any private dwelling house or private flat cannot be lived in following **Damage** this insurance extends to include **Loss of Rent** or the reasonable additional cost of similar comparable accommodation for the tenant including temporary furniture, storage costs and accommodation for domestic pets until the residential portion is habitable and accessible.

Our liability under this extension is limited to the amount stated in **Your** schedule (up to a maximum of 33.3% of the Buildings **Sum Insured**) applicable to the private dwelling house private flat or residential portion of the building.

Anticipated Rent

Where **You** are insured for **Rent** for a **Premises** that is **Unoccupied**, in the event of **Damage** **You** need to provide evidence of what **You** would have earned from **Rent** and the date from when **You** would have earned it.

We will take into account:

- negotiations with prospective tenants before and after the **Damage**.
- demand for similar accommodation in the area.
- the general level of **Rent**.

If required, the advice of a professional valuer acceptable to both **Us** and **You** will be obtained.

Buildings Awaiting Sale

If at the time of **Damage**, **You** have contracted to sell **Your** interest in the buildings and the sale is cancelled or delayed in consequence of the **Damage** **You** may opt for the amount payable by **Us** to be:

- during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold the **Loss of Rent** being the actual amount of the reduction in the **Rent** receivable by **You** during the **Indemnity Period** solely as a result of the **Damage**.
- during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold and ending with the date of sale or with the expiry of the **Indemnity Period** if earlier the loss in respect of interest being:
- 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**.
- the investment interest lost to **You** on any balance of the sale proceeds after deduction of any capital borrowed as provided above less any amount receivable in respect of **Rent**.

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

Capital Additions

Under this Section (**Loss of Rent**) cover extends to include capital additions alterations improvements and newly acquired and/or newly erected buildings within the **Territorial Limits** provided they are not otherwise insured.

The amount shall not exceed 10% of the total Sumon **Rent** receivable or £100,000 whichever the less.

You must provide **Us** with details of any capital additions alterations improvements and newly acquired and/or newly erected buildings as soon as practicable and in any event within 6 months.

Compulsory Closure

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

- deleterious or foreign matter in food or drink sold or provided.
- murder, manslaughter, suicide or rape.
- defective sanitation.
- presence of **Vermin** or pests.

We will cover up to 30 days in total in respect of all occurrences in any one **Period of Insurance**.

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

Denial of Access

Cover under this Section is extended to include **Loss of Rent** following **Damage** by any of The Perils insured under Section 1: Property **Damage** to Property in the vicinity of the **Premises** which prevents access to or the use of the **Premises** whether the **Premises** or property of **You** therein shall be damaged or not.

We will not cover loss or destruction of or **Damage** to property of any supply undertaking from which **You** obtain electricity gas water or telecommunications services which prevents the supply of such services to the **Premises**.

This Section also excludes cover in respect of:

- any incident restricting use of less than 4 hours.
- any loss due to **Vermin**.
- any loss due to weather.

Our liability will not exceed £100,000 in any one **Period of Insurance**.

Loss of Attraction

Cover under this Section is extended to include **Loss of Rent** due to **Damage** to property in the vicinity of the **Premises** caused by the termination or renegotiation of any agreements for lease or other loss of tenancy or delay in completion of letting of the **Premises**.

The above is subject to:

- there is an identifiable reduction in **Your Business** solely in consequence of the incident.
- there is no liability for loss caused by interruption of or interference with the **Business** during the first 12 hours of the **Indemnity Period**.
- the **Maximum Indemnity Period** shall not exceed 3 months.

The limit is 10% of the **Sum Insured** on **Loss of Rent** or £250,000 whichever is the less

Disease, Infestation and Defective Sanitation

This Insured Section extends to include **Loss of Rent** Receivable and/or additional rental costs caused by restrictions in the use of or closure of the **Premises** by order of any competent public authority or regulatory body due to

- an occurrence of murder or suicide at the **Premises**.
- poisoning caused by or traceable to foreign or deleterious matter in food or drink sold, supplied by or provided at the **Premises**.
- an outbreak of any of the following diseases (and no other disease): - Mumps, Malaria, Yellow Fever, Acute Encephalitis, Chickenpox, Cholera, Scarlet Fever, Viral Hepatitis, Whooping Cough, Tuberculosis, Smallpox, Dysentery, Acute Poliomyelitis, Anthrax, Diphtheria, Leprosy, Leptospirosis, Meningococcal Infection, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Tetanus and Typhoid Fever.
- an infestation of **Vermin** or pests at the **Premises**.
- defects in the drains or sanitary arrangements at the **Premises**.

We

- shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property or goods.
- shall only be liable for **Loss of Rent** Receivable and/or additional rental costs in connection with those **Premises** that are directly affected by any of the circumstances described in the points above.
- shall not be liable for **Loss of Rent** receivable and/or additional rental costs caused directly or indirectly from an occurrence of legionellosis or legionnaires' disease where **You** have failed to comply with.

1. **Your** statutory obligations in respect of the control of legionellosis or legionnaires' disease.
2. The Health and Safety Commissions Approved Code of Practice, 'The Prevention and Control of Legionellosis (including Legionnaires' Disease)' Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.

An **Indemnity Period** of 3 (three) months applies to this Extension.

Our liability under this Extension for all **Loss of Rent** receivable and/or additional rental costs in respect of the same **Premises** will not exceed £50,000 any one **Period of Insurance**.

Managing Agents Premises

This extension amends the definition of **Premises** to include the **Premises of Your** Managing agents for the irrecoverable losses suffered by **You** caused by **Damage** at such **Premises**.

Our liability shall not exceed £50,000 any one occurrence.

Public Utilities

The insurance by this Section is extended to include **Loss of Rent** caused by accidental failure of the public supply of the following to the **Premises**:

- A. electricity.
- B. gas.
- C. water.
- D. telecommunications services.

but excluding any failure due to:

- **Your** wilful act or neglect.
- rationing.
- a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system.

This is subject to an interruption to the supply of at least 30 consecutive minutes.

Our liability shall not exceed £100,000 any one occurrence.

Unlawful Occupation

The insurance by this Section extends to include interruption of or interference with the **Business** in consequence of access to or use of the **Premises** being prevented due to the **Premises** or any property within the vicinity of the **Premises** or any rights of way being unlawfully occupied by third parties.

Excluding loss caused by:

- any cause within **Your** control.
- physical loss or destruction of or **Damage** to property.
- repairs or maintenance being carried out to property as a result of inherent defect.

This is subject to a prevention of access of at least 48 consecutive hours.

Our liability shall not exceed £50,000 any one occurrence.

Section 3: Property Owners' Liability

Definitions

The following definitions apply to this Section in addition to the Definitions at the front of this policy and keep the same meaning wherever they appear in the Section.

Asbestos

Asbestos, **Asbestos** fibres or any derivatives.

Computer System

Any computer, hardware, software, communications system, electronic device, server, cloud or microcontroller including any similar system.

Costs and Expenses

Your costs and the claimants' costs in respect of legal fees including reasonable costs to represent and defend any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts use of any **Computer System**.

Data

Information, facts, concept or code in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Products Supplied

Any goods (including packaging labelling and instructions) not in **Your** custody or control sold supplied installed erected serviced repaired altered or treated by **You** in connection with the **Business**.

Cover

We will indemnify **You** **Your** legal liability to pay damages for:

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

occurring during the **Period of Insurance** in connection with the **Business** within the **Territorial Limits**.

In addition will also pay **Costs and Expenses**.

Excess

We shall not indemnify **You** for the amount of the **Excess** as stated in the schedule.

Limit

Our liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** caused by one original cause shall not exceed the limit of liability stated in the schedule.

Section Conditions

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

Discharge of Liability

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

- the amount of the limit of liability or
- any lesser amount for which such claim 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.

Bona Fide Subcontractors

It is a condition precedent to **Our** liability in respect of **Bodily Injury**, loss, destruction or **Damage** caused by work at the **Premises** commencing within the **Period of Insurance** carried out on behalf of the **Policyholder** by bona fide subcontractors that the **Policyholder** obtains and retains a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Policyholder** the following insurance:

- A. Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to **Employees**.
- B. Public Liability insurance covering legal liability for **Bodily Injury** to any person other than described in a) above, and loss, destruction or **Damage** to property with a limit of indemnity not less than the limit of Indemnity stated in the schedule.

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Policyholder** in an emergency and there is insufficient time to obtain a written record from such subcontractor, provided the **Policyholder** shall obtain verbal confirmation and confirm such information in writing and retain a copy as a written record.

Section Exclusions

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

We will not indemnify **You** in respect of liability caused by:

- **Bodily Injury** to any **Employee** caused by and in the course of the employment.
- land unless **We** have agreed to provide cover in respect of such land.
- **Bodily Injury** or **Damage** caused by the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle licensed for road use or any vessel or craft made or intended to float on or in or travel through water or air.
- **Pollution or Contamination** unless the **Pollution or Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**.
- **Products Supplied** other than food or beverages for consumption on the **Premises** by **Your** directors' partners **Employees** or visitors or the disposal of furniture and office equipment.
- professional negligence wrongful or inadequate treatment examination prescription advice by **You** or anyone acting on **Your** behalf.
- Punitive exemplary or aggravated damages or any additional damages caused by the multiplication of compensatory damages.
- liquidated damages fines or penalties.
- exposure to inhalation of or costs incurred in repairing, removing or replacing **Asbestos**.
- **Damage** to property owned by hired to or in the custody and control of **You** other than
 - **Premises** temporarily occupied by **You** for the purpose of the **Business**.

- **Premises** leased hired or rented to **You** excluding liability assumed by **You** under a tenancy or other agreement.
- personal effects belonging to a director partner **Employee** guest or visitor.
- caused by work and or visits to any offshore rig or platform.
- liability caused by or contributed to arising out of or in connection with any **Cyber Act** or cyber incident.
- loss of use, reduction of functionality, repair, replacement or reproduction of any **Data** including any amount pertaining to the value of such **Data**.

We will not cover any **Bodily Injury** or physical **Damage** to material property caused by or in connection with a **Cyber Act**.

Section Extensions

The cover provided by this Section is extended to include the below.

Additional Persons Insured

We will indemnify 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.

- **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**.
- any officer committee or member of **Your** sports social or welfare organisations fire security or first aid in their respective capacities as such.
- any of **Your** directors in respect of private work undertaken by any **Employee** for that director.

Subject to:

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

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

Corporate Manslaughter and Corporate Homicide Act 2007

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

- 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.

- legal fees and expenses incurred with **Our** prior written consent for defending prosecutions including appeals against convictions.

Our liability under this extension shall not exceed £1,000,000 any one **Period of Insurance**.

Cover under this extension excludes:

- the payment of penalties or fines.
- any proceedings caused by any deliberate act or omission by **You**.
- any prosecutions unless they relate to death caused to any **Employee** within the **Territorial Limits** during the **Period of Insurance** and caused by and in the course of employment or engagement of the **Employee** by **You** in the **Business**.
- defence **Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy.

Court Attendance Costs

We will cover **You** or any director partner or **Employee** for **Costs and Expenses** in respect of attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay will be £250 per person 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.

Defective Premises Act 1972

We will indemnify **You** against 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**.

We will not cover:

- liability for which **You** are entitled to indemnity under another insurance policy.
- cost of rectifying any **Damage** or defect in **Premises** or land disposed of.

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 cover fines and penalties or the cost of replacing, reinstating, rectifying or erasing any personal **Data**.

Our liability shall not exceed £1,000,000 during any one **Period of Insurance** inclusive of **Costs and Expenses**.

Health and Safety at Work etc. Act 1974

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

We will also pay prosecution costs awarded and the costs incurred in appealing against any judgement given.

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

This extension applies where **We** have provided written consent.

Indemnity to Principals

At **Your** request **We** will indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability caused by the performance of work by **You** for such principal. Subject to:

- **Us** retaining sole conduct and control of any claim.
- the principal shall observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

Legionella

Discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers.

All **Pollution or 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 will be deemed to have occurred on the date that **You** first become aware of circumstances which have given rise to such **Pollution or Contamination**.

This indemnity only applies to claims made against **You** during the currency of this policy.

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

We will not cover:

- if **You** have failed to comply with the Health and Safety Executives Approved Code of Practice – Legionnaires Disease.
- if before the current **Period of Insurance**, **You** had become aware of circumstances which have or may give rise to such **Pollution or Contamination**.

Our liability shall not exceed £5,000,000 or the limit of liability as stated in the schedule, whichever is the lower during any one **Period of Insurance** inclusive of **Costs and Expenses**.

Motor Contingent Liability

We will indemnify **You** against legal liability caused by 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**.

We will not cover:

- to liability for which **You** are entitled to indemnity under another insurance policy.
- in respect of **Damage** to the vehicle.
- while such vehicle is being driven by **You** or any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle.

Overseas Personal Liability

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

We will not cover:

- liability for which **You** are entitled to indemnity under another insurance policy.
- liability caused by the ownership or tenure of any land or building.

Terrorism Property Owners Liability Provisions

Notwithstanding the Terrorism exclusion listed under General Exclusions at the front of this Policy **We** will indemnify for Property Owners' Liability against legal liability Costs caused by or contributed to from Terrorism provided that.

Our liability shall not exceed:

- £2,000,000 or the amount of the limit of liability stated in the schedule whichever is the lower (from any one occurrence or series of occurrences caused by one original cause).
- £2,000,000 in the aggregate or the amount of the limit of liability stated in the schedule whichever is the lower in respect of all **Pollution or Contamination** consequent upon Terrorism and which is deemed to have occurred during any one **Period of Insurance**.

Work Overseas

The indemnity provided shall extend in respect of non-manual work only outside the **Territorial Limits** whilst temporarily working outside the **Territorial Limits**.

Section 4: Employers' Liability

Definitions

The following definitions apply to this Section in addition to the Definitions at the front of this policy and keep the same meaning wherever they appear in the Section.

Business

The **Business** shall include:

- the ownership repair maintenance and decoration of the **Premises**.
- private work undertaken by any **Employee** for any director partner or other **Employee**.
- provision and management of sports social and welfare organisations for the benefit of **Employees**.
- participation in exhibitions.
- **Your** Fire security and first aid services.

Costs and Expenses

'**Your** legal costs incurred with **Our** prior written consent solely to investigate, defend or settle a claim which is insured under this Section legal costs recoverable from **You** by a claimant for a claim which is insured under this Section legal **Costs and Expenses** for representation at any coroner's inquest or fatal accident inquiry' **Costs and Expenses** does not include any cost or expenses of any public inquiry.

Cover

We will indemnify **You** against **Your** legal liability to pay damages for **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**. In addition will also pay **Costs and Expenses**.

Limit

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 occurrence shall not exceed the limit of liability stated in the schedule.

Section Conditions

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

Certificate of Employers' Liability Insurance

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

Discharge of Liability

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

- the amount of the limit of liability or
- any lesser amount for which such claim 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.

Our Right of Recovery

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

We shall not be liable for **Bodily Injury**:

- caused to any **Employee** (other than the driver) being carried upon a vehicle or getting into or out of a vehicle where such **Bodily Injury** is caused by the use by **You** of a vehicle on a road (As defined in the Road Traffic Act 1988).
- liquidated damages penalties or fines.
- punitive exemplary or aggravated damages or any additional damages caused by the multiplication of compensatory damages.
- caused from work and or visits to any offshore rig or platform.

Section Extensions

The cover provided by this Section is extended to include the below.

Additional Persons Insured

We will indemnify 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.

- **Your** directors **Your** partners or **Employees** in respect of liability caused by and 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**.
- any officer committee or member of **Your** sports social or welfare organisations fire security or first aid in their respective capacities as such.
- any of **Your** directors in respect of private work undertaken by any **Employee** for that director.

Subject to:

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

Corporate Manslaughter and Corporate Homicide Act 2007

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

- 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.
- legal fees and expenses incurred with **Our** prior written consent for defending prosecutions including appeals against convictions.

Our liability under this extension shall not exceed £1,000,000 any one **Period of Insurance**.

Cover under this extension excludes:

- the payment of penalties or fines.
- any proceedings caused by any deliberate act or omission by **You**.
- any prosecutions unless they relate to death caused to any **Employee** within the **Territorial Limits** during the **Period of Insurance** and caused by and in the course of employment or engagement of the **Employee** by **You** in the **Business**.
- defence **Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy.

Court Attendance Costs

We will cover **You** or any director partner or **Employee** for **Costs and Expenses** in respect of attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay will be £250 per person 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 for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred in appealing against any judgement given.

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

This extension applies where **We** have provided written consent.

Indemnity to Principals

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

Subject to:

- **Us** retaining sole conduct and control of any claim.
- the principal shall observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

Unsatisfied Court Judgements

Following a judgment for damages being obtained by any **Employee** or their representatives in respect of **Bodily Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business**

against any person or company operating from **Premises** within the **Territorial Limits** in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment.

We will at **Your** request pay to the **Employee** or their representatives the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Subject to:

- there being no appeal outstanding.
- any payment made under the terms of this extension the **Employee** or their representatives shall assign the judgement to **Us**.

Work Overseas

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

Subject to such **Employee** is ordinarily resident within the **Territorial Limits**.

Terrorism Employers Liability Provisions

Notwithstanding the Terrorism exclusion listed under General Exclusions at the front of this Policy.

Subject otherwise to the terms definitions exclusions 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 caused by any one original cause.

Our liability in respect of all legal liability costs caused by or contributed to from Terrorism shall not exceed £5,000,000.

Section 5: Legal Expenses Insurance

Definitions

The following definitions apply to this Section in addition to the Definitions at the front of this policy and keep the same meaning wherever they appear in the Section.

If a word below is also defined in the Definitions at the front of this policy, the definition below replaces that definition for the purposes of this Section.

Appointed Advisor

The

- solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Collective Conditional Fee Agreement

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

- 100% “no-win no-fee” or
- where discounted that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

- 100% “no-win no-fee” or
- where discounted that a discounted fee is payable.

Insured

- **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- A person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Legal Costs & Expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- In civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- Reasonable accountancy fees reasonably incurred under Part B, Insured Event Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance.
- Health and Safety Executive Fees for Intervention.
- **Your Employee’s** basic wages or salary under Part B, Insured Event Loss Of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
- The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports relating to personal identity theft claims incurred under Part B, Insured Event Executive Suite, where the **Insured** has taken advice from **our** Executive Suite Identity Theft Resolution helpline.
- The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention under Part B, Insured Events Executive Suite, and Crisis Communication.

Reasonable Prospects of Success

- Other than as set out below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event Contract & Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- In criminal prosecution claims where the **Insured**:
 - a. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

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

Tenancy Agreement

An agreement to let **Your Property Insured**:

- under an assured shorthold tenancy; or
- under an assured tenancy; as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or
- under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or
- under a short-assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or
- in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- to a limited company or business partnership for residential purposes by its **Employees**.

Territorial Limit

- For Part A, the United Kingdom.
- For Part B, Insured Events Legal Defence and Contract & Debt Recovery, the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland, and countries in the European Union.
- For all other Insured Events under Part B, the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

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

Claims Procedure

Telling us about your claim

- If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
- Where **You** are claiming under Part A, **You** must have correctly issued the necessary notices informing **Your** tenant of **Your** intention to repossess the **Property Insured**.
- If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this Section of the policy.
- A claim can be made online at www.arag.co.uk/newclaims. Alternatively an **Insured** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling **Us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- The completed application and supporting documentation can be submitted online or sent to **Us** by email, or post. Further details are set out on **Our** website.

What happens next?

- **We** will send the **Insured** an acknowledgment by the end of the next working day after receiving their claim.
- Within five working days of receiving all the information needed to assess the availability of cover under this Section of the policy, **We** will contact the **Insured** either:
 - a. confirming cover under the terms of this Section of the policy and advising the **Insured** of the next steps to progress their claim; or
 - b. if the claim is not covered, **We** will explain in full the reason(s) why, and advise whether **We** can assist in another way
- When a representative is appointed by **Us**, they will try to resolve the **Insured's** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Cover

This policy has two parts:

- Part A covers residential and commercial landlords for legal disputes that arise from owning or letting out the **Property Insured**.
- Part B covers Residential Management Companies for business-related legal matters.

Following an Insured Event, the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under Part B, Insured Event Employment Compensation Awards), up to the Policy Limits stated below subject to all of the following requirements being met.

- **You** have paid the insurance premium.
- The **Insured** keeps to the terms of this Section of the policy and cooperates fully with **Us**.
- Unless otherwise stated in this Section of the policy, the Insured Events shown in Part B arise in connection with **Your Business**.
- The Insured Event occurs within the **Territorial Limit**.
- The claim
 - a. always has **Reasonable Prospects Of Success** and
 - b. is reported to **Us**
 - during the **Period Of Insurance** and
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **us**
 - a. in any claim to be heard by an Employment Tribunal and/or
 - b. before proceedings have been or need to be issued.
- Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limit**.

We consider that a claim has been reported to **Us** when **we** have received the **Insured's** fully completed claim application.

This Section of the policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Policy Limits

The most the **Insurer** will pay for all claims related by time or originating cause including the cost of appeals shall be limited to the following:

Insured Events Part A:

- £50,000

Insured Events Part B:

- £25,000 for business partnership agreement disputes and personal crisis communication claims incurred under Insured Event Executive Suite, and all claims incurred under Insured Event Crisis Communication.
- £100,000 for all other Insured Events.

In respect of Part B, Insured Event Employment Compensation Awards, the most the **Insurer** will pay for all claims notified to **Us** during any one **Period Of Insurance** is £1,000,000.

Insured Events Covered – Part A, Residential and Commercial Landlords Cover

Property Damage, Nuisance & Trespass

- An event which causes physical damage to **Your Property Insured** and/or anything owned by **You** at **Your Property Insured**.

Provided that if the **Property Insured** is used as holiday accommodation:

- You** can provide a detailed inventory of its condition and contents which has been signed by **Your** guest(s) and
 - a dilapidations deposit has been paid in cash or payment has cleared in **Your** bank account.
- A public or private nuisance or a trespass relating to **Your Property Insured**.

What Is Not Covered Under Property Damage, Nuisance & Trespass

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

Repossession Of Residential Property

Pursuit of **Your** legal rights to repossess **Your Property Insured** that has been let under a **Tenancy Agreement** provided **You**:

- have demanded rent in writing from **Your** tenant as soon as it is overdue and can provide evidence of this
- have given the tenant the correct notices for the repossession of **Your Property Insured**
- are seeking a right of possession in England, Wales or Scotland where the court **MUST** find that the named ground of possession applies or
- have a legal right to repossess **Property Insured** that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

What Is Not Covered Under Repossession Of Residential Property

Any claim in England, Wales and Scotland where **You** are seeking a right of possession where the court **MAY** find that the named ground of possession applies.

Commercial Lease Disputes

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

- granted under the Landlord & Tenant Act 1954 provided that where the dispute arises from or relates to renewal of **Your** lease agreement or the granting of a new **Business** tenancy:
 - a. **You** will be opposing **Your** tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act 1954; and
 - b. **You** can evidence that **You** have served the correct legal notice to terminate on the tenant in the prescribed form before **Your** tenant has served **You** with a request for a new tenancy, or
- contracted out of the Landlord & Tenant Act 1954 provided that:
 - a. **You** have correctly served the necessary legal notice on **Your** tenant and
 - b. **Your** tenant has made the relevant declaration, and the lease is noted accordingly.

What Is Not Covered Under Commercial Lease Disputes

Any dispute that arises from or relates to a disagreement with **Your** tenant over payment or non-payment of service charges; or recovery of rent arrears that is otherwise covered by Part A, Insured Event Recovery Of Rent Arrears.

Recovery Of Rent Arrears

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

- **Your** residential or **Business** tenant or ex-tenant of **Property Insured**
- a guest or guests staying at **Your Property Insured** which is used as holiday accommodation.

Holiday Homes Contract Disputes

A dispute that arises from:

- a written agreement which **You** have entered into to let out **Your Property Insured** as holiday accommodation that is not otherwise covered by Part A Insured Event Property Damage, Nuisance & Trespass or Recovery Of Rent Arrears
- a contract **You** have entered into to buy or hire goods or services for the **Property Insured** which **You** have let or intend to let to guests as holiday accommodation.

What Is Not Covered Under Holiday Homes Contract Disputes

Any claim arising from or relating to:

- goods or services which exceed £6,000 (including VAT) in value
- loans and mortgages
- an employment contract
- a settlement due under an insurance policy.

Insured Events Covered – Part B, Residential and Commercial Landlords and Residential Management Companies Cover

Employment

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their

- contract of service with **You**
- related legal rights.

You can claim under this Section of the policy as soon as internal procedures as set out in the

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

What Is Not Covered Under Employment

Any claim arising from or relating to:

- the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal
- actual or alleged redundancy that is notified to **Employees** within 180 days of the start of this policy, except where **You** have had equivalent cover in force up until the start of this policy
- costs **You** incur to prepare for an internal disciplinary hearing, grievance or appeal
- a pension scheme where actions are brought by ten or more **Employees** or ex-**Employees**.

Employment Compensation Awards

Following a claim **We** have accepted under Part B, Insured Event Employment, the **Insurer** will pay any

- basic and compensatory award or
- an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

- agreed through mediation, conciliation or under a settlement approved by **Us** in advance, or
- awarded by a tribunal judgment after full argument unless given by default.

What Is Not Covered Under Employment Compensation Awards

- Money due to an **Employee** under a contract or a statutory provision relating thereto.
- Compensation awards or settlements relating to:
 - a. trade union membership, industrial or labour arbitration, or collective bargaining agreements
 - b. civil claims or statutory rights relating to trustees of occupational pension schemes.

Employment Restrictive Covenants

- A dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- a. is designed to protect **Your** legitimate **Business** interests, for a period not exceeding 12 months, and
 - b. is evidenced in writing and signed by **Your Employee** or ex-**Employee**, and
 - c. extends no further than is reasonably necessary to protect the **Business** interests.
- A dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

Tax Disputes

- A formally notified enquiry into **Your Business** tax.
- A dispute about **Your** compliance with HMRC regulations relating to **Your Employees**, workers or payments to contractors.
- A dispute with HMRC about Value Added Tax.

Provided that:

- **You** keep proper records in accordance with legal requirements and
- in respect of any appealable matter **You** have requested an Internal Review from HMRC where available.

What Is Not Covered Under Tax Disputes

Any claim arising from or relating to:

- tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
- an investigation by the Fraud Investigation Service of HMRC
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **Your** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of the United Kingdom
- **Your** failure to register for VAT.

Legal Defence

- A criminal investigation and/or enquiry by:
 - a. the police or
 - b. other body with the power to prosecute
 where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.
- The charge for an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.

What Is Not Covered Under Legal Defence

Any claim relating to a parking offence.

Compliance & Regulation

- Receipt of a Statutory Notice that imposes terms against which **You** wish to appeal.
- Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- A civil action alleging wrongful arrest arising from an allegation of theft.
- A claim against **You** for compensation under the Data Protection Act 2018 provided that
 - a. **You** are registered with the Information Commissioner
 - b. **You** are able to evidence that **You** have in place a process to
 - investigate complaints from data subjects regarding a breach of their privacy rights
 - offer suitable redress where a breach has occurred and that **Your** complaints process has been fully engaged.
- A civil action alleging that an **Insured** (or an ex-**Employee** provided that they have **Your** agreement to claim under this Section of the policy) has
 - a. committed an act of unlawful discrimination; or
 - b. failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **Your Employees**.

What Is Not Covered Under Compliance & Regulation

Any claim arising from or relating to:

- the pursuit of an action by **You** other than an appeal
- a routine inspection by a regulatory authority
- an enquiry, investigation or enforcement action by HMRC
- a claim brought against **Your Business** where unlawful discrimination has been alleged.

Statutory Licence Appeals

An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew **Your** statutory licence or compulsory registration, required to run **Your Business**.

What Is Not Covered Under Statutory Licence Appeals

Any claim relating to a licence or registration scheme affecting **Your Property Insured**.

Loss Of Earnings

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

What Is Not Covered Under Loss Of Earnings

Any sum which can be recovered from the court.

Personal Injury

An event that causes bodily injury to, or the death of, an **Insured**.

What Is Not Covered Under Personal Injury

Any claim arising from or relating to a condition, illness or disease which develops gradually over time.

Executive Suite

This Insured Event applies only to the principal, executive officers, directors and partners of **Your Business**.

- An HMRC enquiry into the executive's personal tax affairs.
- A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **Your Business**.
- A claim that arises from personal identity theft, provided that the person claiming has sought and followed advice from the Executive Suite - Identity Theft Resolution helpline.
- A dispute that arises from the terms of **Your Business** partnership agreement that is to be referred to mediation.
- Crisis communication as described in Insured Event Crisis Communication below shall be available to the principal, executive officers, directors and partners of the **Business** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

What Is Not Covered Under Executive Suite

- Any claim arising from or relating to:
 - a. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
 - b. an investigation by the Fraud Investigation Service of HMRC
 - c. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
 - d. any enquiry that concerns assets, monies or wealth outside of the United Kingdom
 - e. a parking offence
 - f. costs incurred in excess of £25,000 for business partnership agreement disputes and personal crisis communication claims.
- Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

Crisis Communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on

Your Business, We will:

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

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

What Is Not Covered Under Crisis Communication

Any claim arising from or relating to:

- matters that should be dealt with through **Your** normal complaints procedures
- a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
- costs incurred in excess of £25,000.

First-tier Tribunal (Property Chamber)

Costs Protection

An application by **Your** tenant(s) for a Section 20C notice under the Landlord and Tenant Act 1985 which could prevent **You** from recovering **Legal Costs & Expenses** from **Your** tenant(s) following proceedings brought under

- Section 27A in respect of **Your** tenants liability to pay **You** service charges and/or
- Section 19 in respect of the reasonableness of service charges or the standard of works carried out on **Your Property Insured**.

Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf to buy, sell, hire or lease goods or services or to rent **Your Business** premises, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

What Is Not Covered Under Contract & Debt Recovery

Any claim arising from or relating to:

- an amount which is less than £200
- a dispute with a tenant or lease where **You** are the landlord or lessor
- the sale or purchase of land or buildings
- loans, mortgages, endowments, pensions or any other financial product
- computer hardware, software, internet services or systems which
 - a. have been supplied by **You** or
 - b. have been tailored to **Your** requirements
- a breach or alleged breach of a professional duty by an **Insured**
- the settlement payable under an insurance policy
- a dispute relating to an **Employee** or ex-**Employee**
- adjudication or arbitration

Helplines & Additional Services

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

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning, usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal And Tax Advice 0344 571 7978

If **You** have a legal or tax problem relating to **Your Business**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about UK tenancy law, business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Redundancy Assistance 0330 303 1955

If **You** are planning redundancies and need extra legal support, **We** can arrange specialist consultancy assistance for **You**. Redundancy assistance will help **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like **us** to arrange Redundancy assistance, please call **us** between 9am and 5pm on weekdays (except bank holidays).

Executive Suite – Identity Theft Resolution 0333 000 2083

This service is available to the principal, executive officers, directors and partners of the **Business** between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, **Our** specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Part B, Insured Event Executive Suite when **Your** executives use this helpline.

Crisis Communication 0344 571 7964

Following an event that has attracted negative publicity which could affect **Your Business**, **You** can access professional public relations support from **Our** crisis communication experts. This service is available 24 hours a day, 365 days of the year.

In advance of any actual adverse publicity, where possible, initial advice for **You** to act upon will be provided over the phone. If **Your** circumstances require professional work to be carried out at that time, **We** can help on a consultancy basis and subject to **You** paying a fee.

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

Counselling Assistance 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to **Your Employees** or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

Landlords' and Business Legal Services

Getting started

Register at www.araglegal.co.uk using the voucher codes shown below to access digital law guides and create legal documents and letters.

- Register for Landlords' documents using voucher code **EC426C378CB8**
- Register for Business documents using voucher code **X1232KC79BB5**

More help?

If **You** have problems using the website, please contact **Our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **You** legal or insurance advice.

Section Conditions

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

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

The Insured's Responsibilities

An **Insured** must:

- tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

Freedom To Choose An Appointed Advisor

- In certain circumstances as set out below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- If:
 1. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
 2. there is a conflict of interest the **Insured** may choose a qualified **Appointed Advisor**, except where the **Insured's** claim is to be dealt with by the Employment Tribunal where **We** shall always choose the **Appointed Advisor**.
- Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
- In respect of pursuing a claim **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

Consent

- The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- An **Insured** must have **Your** agreement to claim under this Section of the policy.

Settlement

- The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further costs.

Barrister's Opinion

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

Arbitration

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

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

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

Other Insurance

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

Fraudulent Claims And Claims Tainted By Dishonesty

- If the **Insured** makes any claim which is fraudulent or false, this Section of the policy may immediately become void and all benefit under it may be lost.
- An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears to the **Appointed Advisor** that the **Insured** has breached this condition and that the breach has:
 - a. affected **Our** assessment of **Reasonable Prospects Of Success**, and/or
 - b. prejudiced any part the outcome of the **Insured's** claim
 the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

Cancellation

In addition to the Cancellation conditions as set out under the **General Conditions** Section, where there is a valid reason for doing so, the **Insurer** has the right to cancel the policy at any time by giving **You** at least 21 days written notice. The **Insurer** will refund the premium for the time remaining of the **Period Of Insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- where the party claiming under this policy fails to cooperate with or provide information to **Us** or the **Appointed Advisor** in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend the **Insurer's** interests,
- where the **Insured** uses threatening or abusive behaviour or language, or intimidates or bullies **Our** staff or suppliers,
- where **We** have evidence that the **Insured** has committed a fraudulent act.

The **Insurer** may also cancel this Section of the policy and refund the premium for the remaining **Period Of Insurance** if at any time **You**:

- enter into a voluntary arrangement or a deed of arrangement or
- become bankrupt, are placed into administration, receivership or liquidation or
- have **Your** affairs or property in the care or control of a receiver or administrator.

Acts Of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

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

Contracts (Rights Of Third Parties) Act 1999

Except for any person or business appointed as **Your** agent to manage the letting of **Your Property Insured**, a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Section Exclusions

The insurance by this Section is subject to the terms, conditions and Exclusions of the Sections of cover and not subject to the exclusions at the front of the policy, except the following:

What is not covered by Part A of this Section

- Any disagreement with a tenant of an **Property Insured** during the first 90 days of the first **Period Of Insurance** where the **Tenancy Agreement** started before the start of this cover except where **You** have had equivalent cover in force up until the start of this Section of the policy.
- Registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal (except in relation to Part B, Insured Event First-tier Tribunal (Property Chamber) Costs Protection).
- Any claim arising from or relating to an **Property Insured** owned by **You** which has been or which should have been registered as a House of Multiple Occupation.

What is not covered by Part B of this Section

The **Insured** is not covered for any claim arising from or relating to:

- defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Part B, Insured Event Employment)
- National Minimum Wage and/or National Living Wage Regulations
- patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Part B, Insured Event Employment Restrictive Covenants)

What is not covered (applicable to the whole Section)

The **Insured** is not covered for any claim arising from or relating to:

- costs or compensation awards incurred without **Our** consent;
- any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this Section of the policy, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- an allegation against the **Insured** involving:
 - a. assault, violence, malicious falsehood, defamation
 - b. indecent or obscene materials
 - c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d. illegal immigration
 - e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
 except in relation to Part B, Insured Event Crisis Communication
- defending a claim in respect of loss or damage to property owned by the **Insured**
- a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation for business partnership agreement disputes incurred under Part B, Insured Event Executive Suite)
- a franchise agreement
- an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- a judicial review
- a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition 6
- ionising radiations or contamination by radioactivity from any nuclear fuel

- or from any nuclear waste or from the combustion of nuclear fuel
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action
- a dispute where providing cover, payment of any claim or the provision of any benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- The payment of fines, penalties or compensation awarded against the **Insured** (except as covered under Part B, Insured Event Employment Compensation Awards) or costs awarded against the **Insured** by a court of criminal jurisdiction.

Complaints Procedure

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

Phone: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Address: **ARAG plc,**
 9 Whiteladies Road,
 Clifton,
 Bristol,
 BS8 1NN

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Phone: **0800 023 4567** or **0300 1239 123**

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

Address: **Financial Ombudsman Service,**
 Exchange Tower,
 London,
 E14 9SR.

Privacy Statement

This is a summary of how **We**, on behalf of the **Insurer**, collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website www.arag.co.uk.

The **Insurer's** full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement.

We may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

Keeping personal information

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

Your rights

Any person insured by this Section of the policy has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.

Section 6: Terrorism

Definitions

The following definitions apply (subject to the Exclusions below) to this Section in addition to the Definitions at the front of this policy and keep the same meaning wherever they appear in the Section.

Act of Terrorism

Means 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 His Majesty's government in the United Kingdom or any other government de jure or de facto.

Computer Systems

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

Consequential Loss

Loss caused by 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 Systems**.

Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Event

All individual losses caused by the proximate cause is the same **Act of Terrorism** occurring continuously or intermittently within 72 consecutive hours is deemed to be one **Event**.

Hacking

Unauthorised access to any **Computer Systems**, whether **Your Property** or not.

Nuclear Installation

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

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

Nuclear Reactor

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

Phishing

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

Virus or Similar Mechanism

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

Private Individual

Any person other than:

- a beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust.
- a person who owns or is otherwise insured in respect of **Residential Property** for their **Business** as a sole trader.
- a person who owns or is otherwise insured in respect of **Residential Property** of which in excess of 20% is commercially occupied.

Provided that if the **Property** is a private dwelling house or a self-contained unit insured as part of a block of flats and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the **Property** is located in **Premises** owned by any such person the **Property Insured** shall be

deemed to be insured in the name of a **Private Individual**.

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or the name of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property Insured**.

Property

Means **Property** but excluding:

- any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 1. insured under the same contract of insurance as the remainder of the building which is not a private residence; or
 2. not insured in the name of an individual.
- 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**.

Residential Property

Means private dwelling houses and flats (including household contents and personal effects as insured).

Territory

Means England, Wales, and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

Cover

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

Cover is applicable to the following Sections when shown within **Your** schedule: Section 1: **Property Damage** and Section 2: Loss of Rent as a result of **Damage** or destruction of the **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**.

Subject always to the limits applying to Terrorism insurance shown against the Territories stated below after application of all insurance provisions including any **Excess**.

Territory limit of liability England, Wales, and Scotland As specified in policy Elsewhere in the world not insured.

Basis of Settlement

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

- the total **Sum Insured**.
- for each item its individual **Sum Insured**.
- any other limit of liability.

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

Section Conditions

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

We will not indemnify **You** unless and until:

- HM Treasury has certified that an **Event** or **Events** have been an **Act of Terrorism**; or
- a Tribunal constituted under the terms of schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an **Event** or **Events** have been an **Act of Terrorism**.
- any long-term agreement in place is not applicable to this Section.
- in any action suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** is not covered by this policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon **You**.
- this Section is subject to all the other terms limits of liability definitions provisos and conditions of this policy.

Section Exclusions

The insurance by this Section is subject to the terms, conditions and Exclusions of the Sections of cover and not subject to the exclusions at the front of the policy, except the following:

This Terrorism Insurance does not cover:

- A. any loss whatsoever directly or indirectly 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.
- B. any loss whatsoever directly or indirectly caused by or contributed to, by, or arising from or occasioned by or resulting from
 - 1. **Damage** to or the destruction of any Computer System or
 - 2. any alteration, modification, distortion, erasure or corruption of **Data**
 in each case whether **Your Property** or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack**.

Proviso to Exclusion B

Save that all losses as a result of **Damage** otherwise falling within this Exclusion **B** will not be treated as excluded by Exclusion **B** solely to the extent that such loss:

- i. results directly or 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 Systems** and

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

- v. Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of sub-paragraph (ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph (i) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or **Business** interruption loss directly resulting from **Damage** to or destruction of such **Property** and otherwise falling within subparagraphs (i) and (ii) above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to, by, or arising from or
- vi. occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

- C. For the avoidance of doubt, the burden of proof shall be on **You** to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.

Damage or Consequential Loss arising from such **Damage** to 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**

- D. any **Residential Property Insured** in the name of a **Private Individual**
- E. 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.
- F. bankers blanket bonds.
- G. any other type of **Property** which is specifically excluded elsewhere in this Policy.

Real Estate Policy

Insurance Product Information Document

Company: Mission Underwriting UK Limited t/a Ventis (Company Number 05314336)



Sections 1-4 and Section 6 - Accelerant Insurance Europe SA/NV UK Branch which is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR025748.

Section 5 - HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. (FRN: 659331).

This document is a summary of the key benefits and exclusions provided by the policy and does not contain the full terms and conditions of your insurance. Complete pre-contractual and contractual information on the product is provided in your policy documents. Please take time to read this policy document to make sure you understand the cover it provides.

What is this type of insurance?

This product is designed to meet the insurance needs of a property owner. It covers a wide range of customers including individuals, companies and large investment funds. We can cover single premises up to large portfolios of mixed property assets. The purpose of this product is to minimize disruption in the event of a claim and allow your business to continue operating.



What is insured?

Section 1 - Property Damage

This Section of the Policy covers Damage to Property by:

- ✓ Fire, Lightning, aircraft, explosion, earthquake, riot, malicious persons, accidental damage, theft, storm, flood, subsidence, escape of water from any tank, apparatus or pipe, sprinkler leakage, impact by falling trees, aerials, satellite dishes, vehicles (road or rail) or animals.
- ✓ Landlords Contents for residential premises.
- ✓ Glass

Section 2 - Loss of Rent

In the event that Damage occurs at the Premises caused by any of The Perils insured under Section 1: Property Damage, we will cover you for:

- ✓ Loss of Rent
- ✓ Cost of re-letting

Section 3 - Employers Liability

We will indemnify You against:

- ✓ Costs and Expenses in respect of Bodily Injury during the Period of Insurance to an 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.
- ✓ Legal liability to pay Compensation.

Section 4 - Property Owner Liability

We will indemnify You against costs and Expenses in respect of:

- ✓ Accidental damage to property
- ✓ Accidental Bodily Injury to any person
- ✓ Wrongful arrest, detention, imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy
- ✓ Accidental nuisance or trespass or trespass obstruction, loss of amenities or interference with any

Section 5 – Legal Expenses

Where shown as operative on Your policy schedule, We will indemnify You against costs and Expenses in respect of:

- ✓ Part A covers residential and commercial landlords for legal disputes that arise from owning or letting out the property insured.
- ✓ Part B covers Residential Management Companies for business-related legal matters

Section 6 – Terrorism

- ✓ We will pay for Damage to property within the Territorial Limits or Consequential Loss arising from an Act Of Terrorism.
- ✓ Cover is applicable to the following Sections when shown within Your Schedule: Section 1 – Property Damage and Section 2 – Loss of Rent.



What is not insured?

- A number of perils are excluded when Premises are Unoccupied.
- Any damage caused by wear and tear, gradual deterioration, radiation, pressure waves, nuclear devices, incapacitating chemical compounds, pathogens or poisons.
- Damage caused by mould, mildew, fungus or spores.
- Cover under any marine policy.
- Illegal, deliberate or criminal activities.
- Indirect loss or pre-existing damage.
- Damage caused by computer data recognition failure or Cyber incidents or acts.
- Nuclear energy risks.
- Asbestos.
- Communicable disease.
- Sonic bangs.



Are there any restrictions on cover?

- ! Please refer to your policy Schedule for any applicable excesses or endorsements.
- ! Cover is limited for Unoccupied properties. Some insured events are not covered if the property has been Unoccupied for more than 45 days in a row.
- ! Any damage arising from War, Terrorism, confiscation or Government action. Terrorism (Section 5) can be provided as an optional cover.



Where am I covered?

- At your property and anywhere else in the world, Territorial limits may apply, as detailed in each section in the policy wording and schedule.



What are my obligations?

- Comply with the terms and conditions of the Policy.
- Take simple precautions to prevent accidents and reduce the likelihood of loss or damage.
- Tell your broker as soon as possible of any change in your circumstances, for example change in use of your property or plan to leave the property unfurnished or Unoccupied.
- Notify us within 30 days of any incident likely to give rise to a claim (or 7 days in the case of injury, damage or loss of rent, by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons or theft).
- In some cases, the Insurer may apply an endorsement to the policy, setting out, for example, security requirements. It's really important that you follow any terms set out in endorsements, as if you don't, you may not be covered in the event of a claim. If any endorsements apply to you, these will be explained to you (or displayed on-line) before you buy and will also be shown on the policy schedule that you will receive after you buy



When and how do I pay?

Please speak to your insurance broker who will be able to confirm this information.



When does the cover start and end?

Your cover will take effect on the date stated in your policy schedule.



How do I cancel the contract?

You have the right to cancel your Policy from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet your requirements, by returning all documents and any certificate to your broker who arranged the Policy.

We shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from your broker if the cover is cancelled either:

- a) before the inception date or
- b) within the 14-day cooling off period provided that no claim has been made or incident advised that could give rise to a claim (in those circumstances no return of premium will be made).

If you wish to cancel at any other time, please contact your broker who arranged the Policy.

Kersfield Maintenance Ltd
C/o Rendall & Ritter
13B St. George Wharf
London
SW8 2LE

Invoice

Agent Ref: 64692046
Invoice Ref: 535627720
Date: 25th July 2024

			Amounts (£)
Kersfield Maintenance Ltd Property Owners New Business	TBIG Residential Ltd	Premium	24,066.78
	Policy Number: 3245	Insurance Premium Tax	2,888.01
	Policy Term: 11/08/24 - 10/08/25	Commission Fee	50.00
		Policy Fee	750.00
		Admin Fee	50.00
		Total	27,804.79
TOTAL			£27,804.79

Please arrange payment of this invoice via bank transfer, within the next 30 days

This invoice is in relation to **Property Insurance for Kersfield Maintenance Ltd**

Please settle this invoice by 24th August 2024

PLEASE NOTE THAT OUR BANK DETAILS HAVE CHANGED:-

Our **NEW** bank details are:

Account Holder: Insurety Ltd
Bank: Lloyds Bank Plc
Account Number: 25952368
Sort Code: 30-80-12

Please quote 535627720 on all bank transfers. If you need to pay by an alternate method then please contact us on (01242) 323432.

If you have any queries in relation to this invoice please contact us at accounts@insurety.insure

Cheltenham Film Studios, Arle Court, Hatherley Lane, Cheltenham, Gloucestershire, GL51 6PN.