



Underwritten by Covea Insurance Plc

Introduction

Thank you for insuring with Covea Insurance plc.

Please keep this policy in a safe place since it contains important information about your insurance protection. You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

Our promise of satisfaction and service

If this policy does not meet your needs, you have the right to cancel it for a period of 14 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel it in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims payments we have made, or may be required to pay. Please see the General Condition - Cancellation on page 6.

Disclosure

It is most important that you tell us of any material change in your circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much you pay. If you are not sure whether something is important, please tell us anyway, since a failure to disclose a material fact relevant to this insurance could result in your cover being invalid. We recommend that you keep a copy or a record of all information you give to us.

Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.

Authorisation and Regulatory

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It appears on the Financial Services register under number 202277.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Telephone: 0207 892 7300 or at www.fscs.org.uk

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Contract of Insurance

This policy, the **schedule**, including any endorsements attached or issued, and the statement of fact is evidence of a contract of Insurance between **you** and **us**.

The information, or any declaration which **you** or anyone on **your** behalf, has provided to **us** in applying for the insurance form the basis of the contract.

Misrepresentation and Non-Disclosure

A fact or circumstance is material and should be declared to **us** if it would affect **our** decision to underwrite the risk in its entirety, affect the terms or conditions of **our** acceptance of the risk or if knowledge of the fact or circumstance means that **we** may wish to charge a higher premium.

In the event that **you** or **your** insurance broker fail to disclose or misrepresents a material fact or material change in circumstance that **you** knew or ought to have known prior to the inception of, or during the course of this policy, **we** will be entitled to avoid this policy where any non-disclosure or misrepresentation is proven by **us** to be fraudulent or where **we** can prove that **we** would not have underwritten the risk had the material fact been properly disclosed or represented.

Please note that information contained on **your** website is not regarded as information supplied by **you** and does not form part of the contract of insurance unless **we** have specifically agreed to include it.

We may waive **our** right to avoid the policy where **you** can prove that the non-disclosure or misrepresentation was innocent and free from negligent, deliberate or reckless conduct or intent to deceive in order to obtain cover or favourable terms and conditions and where the failure to disclose or misrepresentation of the material fact in question would not have meant that **we** declined to incept or renew the policy.

In the event that **we** would have underwritten the policy but would have done so subject to different terms and conditions and/or premium **we** will be entitled to impose such terms and conditions and/or additional premium retrospectively from inception or from the date of the material change in circumstance.

Where **we** would have charged an additional premium, independently or in addition to aforementioned terms and conditions, **we** may retrospectively impose such an additional premium and/or **we** may proportionately reduce the amount payable to **you** in respect of a claim where the fact or circumstance in question was directly material.

Where **we** elect to proportionately reduce the payment of **your** claim **we** will calculate the payment as a percentage of what **we** would otherwise have been obligated to pay had **you** not failed to disclose or properly represent the material fact or circumstance in question and had **we** charged **you** the proportionately higher premium.

i.e. Total value of claim x percentage of full premium paid

Please refer to the 'Definitions' in this policy on pages 7 – 8. These will tell **you** what words or expressions have specific meanings wherever they appear in bold throughout the policy.

Where a statute is referred to in this policy, this will also include any later amendments or replacements of it. This policy, **schedule** and any endorsements should be read together as one document.

We will insure **you** in accordance with the policy terms, conditions, endorsements and warranties in respect of the operative sections or sub-sections as shown in the **schedule** against **damage** or legal liability occurring during the **period of insurance** for which **you** have paid or agreed to pay a premium.



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 00613259
Registered Office: Norman Place, Reading, Berkshire, RG1 8DA.

Assistance

Helplines

These Helpline services (other than Glass Breakage) are provided 24 hours a day, seven days a week by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

To help check and improve service standards, all calls will be recorded.

Legal Advice Service

This will give you confidential legal advice over the `phone on any commercial legal problem affecting your business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the matter to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

Tax Advice Service

This will give you confidential advice over the `phone on any tax matters affecting your business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

- **To contact the above services, `phone 0117 934 0192 quoting your policy number.**

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting **your** premises which causes **damage** or potential danger, **we** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

- **To contact the above services, `phone 0117 934 0192 quoting your policy number.**

Counselling

This will provide all your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the `phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

- **To contact the Counselling Helpline, `phone 0330 134 8165. These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not `phone these numbers to report a general insurance claim.**

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and they will contact you by email to inform you of future updates to the information.

DASbusinesslaw

Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. To access DASbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register using the voucher code DAS472301. Insert your policy number prefixed by "STER".

If you experience any problems accessing the service, please email details of your problem to businesslaw@das.co.uk with your policy number in the subject box.

Glass Breakage

0333 003 3388

A 24 hour Helpline operated by Glassolutions Installation by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess.

Assistance

Claims Procedure

If you need to make a claim under this policy please contact **1st Sure Limited** on **0345 370 2842** or call us on **0330 134 8187**.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

From the moment you call, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact you
- give you advice on how your claim will be dealt with and any excess you may have to pay.

In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

Advice and Services

Customers with a disability

We are able to provide, upon request audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. If you have hearing or speech difficulties and have a text telephone you can text telephone us by adding "18001" before the full national phone number.

Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

Our surveyors are direct employees of Covea Insurance plc and they will ensure that confidentiality of all matters discussed is maintained at all times.

Assistance

Complaints Procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is procedure that you should follow:

If you have a complaint under this policy then you should in the first instance refer it to 1st Sure Limited at:

1st Sure Limited
5 Martinbridge Estate
Lincoln Road
Enfield
EN1 1SP

Or telephone on: **0345 370 2842**

Or e-mail on: info@1stsure.com

If the complaint remains unresolved you should contact us at:

The Customer Services Manager
Covea Insurance plc
50 Kings Hill Avenue
Kings Hill West
Malling Kent
ME19 4JX

or telephone us on: **0330 134 8194**

or e-mail us on: information@coveainsurance.co.uk

If you remain dissatisfied you may have the right to refer your complaint to:

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

Telephone: **0800 023 4567** calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if you call from a mobile phone

0300 123 9123 calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariff

Website: www.financial-ombudsman.org.uk

Following this procedure will not affect your legal rights.

Details of our internal complaint - handling procedure are available on request from The Customer Services Manager (see above).

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy unless stated otherwise. These words or expressions will be shown in bold wherever they appear.

act of terrorism	<p>an act or threatened act 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 any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
bodily injury	death, injury, illness, disease or shock
buildings	<p>(a) The block of flats garages domestic outbuildings swimming pools hard courts terraces patios drives and footpaths walls fences gates hedges television aerials satellite dishes external lighting closed circuit television installations solar panels and wind turbines</p> <p>(b) Landlords fixtures and fittings (including fitted carpets in the common parts)</p> <p>all situated as stated in the schedule</p>
business	property owners of flats
computer equipment	computer or other data processing equipment, including media and other items used in conjunction with such equipment
communal & landlords contents	<p>Furniture, carpets, furnishings and all other property belonging to you or for which you are responsible and landlords gardening equipment</p> <p>not including:</p> <p>landlords fixtures and fittings articles of gold silver or other precious metals, jewellery or furs, clothing and personal effects money, stamps coins and other collections, certificates, cheques, securities or documents of any kind fitted carpets in the common parts motor vehicles, caravans, trailers, watercraft, hovercraft, aircraft, cycles and their accompanying accessories, livestock and pets</p>
damage	loss, destruction or damage not otherwise excluded
denial of service attack	any actions or instructions constructed or generated with the ability to damage , interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but without limitation the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
employee	<p>in connection with your business any</p> <ul style="list-style-type: none">• person under a contract of service or apprenticeship to you• labour master or labour only sub contractor or person supplied by them• self employed person providing labour only• trainee or person undergoing work experience, training, study or exchange scheme• person hired to or borrowed by you• voluntary workers
excess	the amount for which you will be responsible and which will be deducted from each and every claim
General Cover	any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in Great Britain
Great Britain	England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands
Hacking	unauthorised access to any computer equipment

Definitions

landlords gardening equipment

gardening equipment belonging to **you** or which **you** are legally responsible for excluding any mechanically propelled vehicle where cover or security is required under any Road Traffic Act legislation

nuclear installation

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

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

nuclear reactor

any part (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

access or attempted access to data or information by means of misrepresentation or deception

period of insurance

the period stated in the **schedule**

property insured

buildings, communal and landlords contents, landlords gardening equipment or any other property, as specified in the **schedule**

schedule

this provides details of **you**, the **period of insurance**, the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

territorial limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (not applicable to Legal Expenses sub-section)

unoccupied

a) empty, vacant or not in use

virus or similar mechanism

program code, programming instruction or any set of instructions intentionally constructed the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but without limitation Trojan horses, worms and logic bombs

we, us, our

Covea Insurance plc

you, your, yours

the person, persons or company named as the Insured in the **schedule**.

General Conditions

Applicable to all sections

Cancellation

You may cancel this policy by giving written instructions to **us**.

We may cancel this policy or any section by sending a recorded delivery letter to **your** last known address, giving 7 days notice.

You may cancel this policy within 14 days from the date it begins or from the date **you** receive this policy document, whichever is the later, returning the policy document and **schedule** to **us** at the above address. **You** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and fail to pay any of those instalments, **we** reserve the right to cancel **your** policy.

Change in risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, destruction, **damage**, accidental **bodily injury** or liability covered by this policy, including (but not limited to)

- **your** interest ceasing other than by death or
- the **business** being wound up or carried on by a liquidator or receiver or permanently discontinued
- any alteration being made either in the **business** or in the premises or in any property or in any other circumstances.

This policy will become voidable unless **we** agree otherwise in writing.

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot **damage**, vandalism or any malicious act or if any insured property has been lost outside the premises
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any loss or **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will in respect of liability or loss incurred by **you** indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were **you** observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

General Conditions

Applicable to all sections

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different excesses apply, **you** will pay the higher amount.

Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any **damage** is caused by **you** or anyone acting on **your** behalf resulting from a wilful act or with **your** or their connivance all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

For the purposes of this Fraud Condition, the definition of '**you, your**' shall also include:

- any Director or Partner of the company
- any spouse or partner of any Director or Partner of the company
- any spouse or partner of any person

named as the Insured in the **schedule**.

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any loss, **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent loss, destruction, **damage**, accident or **bodily injury**
- keep the premises, **buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

We shall in the event of **damage** under this policy automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

General Conditions

Applicable to all sections

Rights

We are entitled to enter any building where loss or **damage** to **property insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Subjectivity

This policy, the proposal form or statement of fact incorporating the declaration signed by **you**, and the **schedule**, should be read together and form the contract of insurance between **you** and **us**.

- (a) **We** will clearly state in the **schedule** if the cover provided by this policy is subject to **you**
- (i) providing **us** with any additional information requested by a required date(s)
 - (ii) completing any actions agreed between **you** and **us** by a required date(s)
 - (iii) allowing **us** to complete any actions agreed between **you** and **us**.
- (b) If required by **us**, **you** must allow **us** access to the premises and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- (i) modify **your** premium
- (ii) issue a mid-term amendment to **your** policy or section terms and conditions
- (iii) require **you** to make alterations to the insured premises by the required date(s)
- (iv) exercise **our** right to cancel the policy
- (v) leave the policy or section terms and conditions and the premium unaltered.

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- (i) **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- (ii) **we** may at **our** option exercise **our** right under the General Cancellation Condition of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Underinsurance

If at the time of any loss, destruction or **damage** the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.

Warranty

Every warranty shall, from the time the warranty attaches, apply and continue to be in force during each subsequent **period of insurance**. Non-compliance with any such warranty in so far as it increases the risk of **damage** or accidental **bodily injury** shall be a bar to any claim for such **damage** or accidental **bodily injury**.

General Exclusions

What you are not covered for

1. Applicable to all Sections

We will not pay for loss, destruction or **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

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

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction. However, subsequent loss or **damage** which is otherwise covered by **your** policy is nevertheless insured

2. Applicable to all Sections other than Liability

We will not pay for loss, destruction or **damage** to the **property insured** resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

If **we** allege that by reason of this exclusion any loss, destruction, **damage**, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

Pollution or Contamination

- a) to property caused by pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the **Business** Interruption Section of this policy resulting from pollution or contamination other than loss resulting from **damage** at the premises to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Process of Heat

To property undergoing any process involving the application of heat

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee** of **yours** or any member of **your** family or household be concerned as principal or accessory

General Exclusions

What you are not covered for

Vacant Premises

Caused by theft or attempted theft, malicious **damage**, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the premises are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

3. Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability for

- a) **bodily injury** (other than **bodily injury** to an **employee** arising out of and in the course of employment in the **business**) or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants
- b) the cost of removing, nullifying or cleaning up pollutants unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

European Jurisdiction

Damages for **bodily injury** or **damage** to property unless the action is brought in a Court of Law in a member state of the European Union.

Property Damage - Buildings

What you are covered for A The Buildings

All risks – i.e. accidental **damage** of or to the **buildings** by

1 fire explosion lightning earthquake

2 smoke

Exclusion to cover 2:

any gradually operating cause

3 storm and flood

Exclusion to cover 3:

damage - by frost or

- attributable solely to a change in the water table level or
- to fences gates and hedges

4 escape of water from water tanks pipes or apparatus or fixed heating installations

5 freezing of water in tanks apparatus or pipes

Exclusion to cover 4/5:

in respect of each occurrence the first £500 of any amount payable in respect of **damage** to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days

damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**

6 theft or attempted theft

Exclusion to cover 6:

in respect of each occurrence the first £500 of any amount payable in respect of **damage** to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days

damage caused by **you** any member of **your** family or any of **your** directors or **employees** or any occupier to the flat in which they reside

7 riot civil commotion strikers or persons taking part in labour and political disturbances

8 malicious persons or vandals

Exclusion to cover 7/8:

in respect of each occurrence the first £500 of any amount payable in respect of **damage** to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days

damage caused by **you** any member of **your** family or any of **your** directors or **employees** or any occupier to the flat in which they reside

9 leakage of oil from a fixed heating installation

10 impact by aircraft or other aerial devices or articles falling from them

11 impact by any road vehicle or animal or by goods falling from them

12 falling radio and television receiving aerials including satellite dishes their fittings and masts

13 falling trees (in part or otherwise)

14 subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

Property Damage - Buildings

Exclusion to cover 14:

- in respect of each occurrence the first £1000 of any amount payable in respect of each block of flats
- **damage** if any of the property on the site has to **your** reasonable knowledge previously suffered **Damage** by subsidence heave or landslip unless disclosed by **you** and accepted by **us**
- **damage** due to coastal or river erosion
- **damage** to solid floors caused by compaction of infill or the use of defective materials or faulty workmanship
- **damage** caused by or consisting of normal settlement bedding down of new structures the settlement or movement of made-up ground or shrinkage or by subsidence of newly made-up ground
- **damage** to the **buildings** caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the building(s)

15 any other cause not otherwise excluded

General Exclusions to cover A

- **damage** arising from wear tear settlement or shrinkage wet or dry rot vermin insects fungus atmospheric climatic or weather conditions or any gradually operating cause
- **damage** arising from the use of defective materials defective design or faulty workmanship
- **damage** arising from any building work comprising of alterations renovations additions and repairs to the building
- the cost of maintenance or normal redecoration
- **damage** to **unoccupied buildings** unless notified to **us** within 14 days of becoming **unoccupied**, and cover agreed by **us** in writing.
- **damage** specifically excluded elsewhere in this policy

Excess applicable to cover A

Other than in respect of subsidence and/or ground heave the first £100 of any amount payable in respect of each occurrence in respect of each block of flats unless shown otherwise in the **schedule** or policy.

Basis of Claims Settlement for cover A

In the event of **damage** to the building by this section the basis upon which the amount payable will be calculated shall be the cost of repairing or reinstating the property equal to its condition when new provided that

- i) this is carried out without delay and in the most economical manner
- ii) when the building is partially lost, destroyed or **damaged our** liability shall not exceed the estimated reinstatement cost which would have been payable had it been wholly lost or destroyed
- iii) until reinstatement has been completed no payment shall be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.
- iv) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the Basis of claims settlement is restated to read as follows -

Following loss, destruction or **damage** insured by this section and subject to the adequacy of the sums insured and to the Limits of liability the Company will pay the value of the **buildings** at the time of the loss, destruction or **damage**, or the amount of such loss, destruction or **damage** as the case may be, after due allowance for wear, tear or depreciation or as its option replace, reinstate or repair the lost, destroyed or **damaged** property.

Maximum amount payable under cover A

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

Property Damage - Buildings

Extensions to cover A

When a claim is accepted under cover A cover also includes

- (i) professional fees – architects surveyors consulting engineers legal and other similar fees necessarily and reasonably incurred in reinstating the **buildings**
- (ii) debris removal – the cost of
 - a. removing debris dismantling demolishing propping or shoring up **damaged** parts of the **buildings**
 - b. cleaning drains subject to a limit of £5000 in respect of any one claim necessarily and reasonably incurred with **our** written consent
- (iii) capital additions –
 - a. any newly acquired or newly erected **buildings** and
 - b. alterations additions and improvements to **buildings** anywhere in the United Kingdom Channel Islands and the Isle of Man up to a maximum of £500,000 on **buildings** at any one situation unless stated otherwise in **your** policy

You are required to give **us** particulars of such additions or alterations as soon as possible (and at not less than quarterly intervals) and arrange specific insurance on them retrospectively from the operative date when **your** insurable interest commenced

When such specific insurance is effected the cover under this extension is fully reinstated

Exclusion to the Extensions to cover A

- (i) fees **you** incur when preparing any claim

B Loss of rent cost of alternative accommodation and prevention of access

- (i) If any part of the building is **damaged** and rendered uninhabitable by any cause not otherwise excluded under cover A **we** will pay for loss of rent during the period necessary to restore such part to a habitable condition.
- (ii) If the block of flats is insured on behalf of individual owners or lessees and any flat is **damaged** and made uninhabitable by any cause not otherwise excluded under cover A **we** will pay the reasonable additional expenses necessarily incurred by such owner, lessee for alternative accommodation including those required for residents' pets during the period necessary to restore the flat to a habitable condition.
- (iii) In the event of **Damage** not otherwise excluded under cover A in the vicinity of the building which hinders or prevents access to use or habitation of the building or any flat within the building by individual owners or lessees **we** will pay the reasonable additional expenses incurred by such owner or lessee for alternative accommodation including those required for resident's pets during the period when access use or habitation is hindered or prevented
- (iv) Emergency Accommodation for Tenants of Lessees – the reasonably incurred cost of short term residential accommodation by tenants of lessees with **our** prior consent
 - a) following **damage** to the premises that renders any flat uninhabitable or
 - b) caused by prevention or hindrance of access to the **buildings** or prevention of use of the **buildings** in consequence of an occurrence any of the Perils insured under Section A in the immediate vicinity of the **buildings**

We will only pay for up to 7 night's residential accommodation

Condition to cover B

- (i) It is a condition of this extension that any lessee that is the subject of indemnity must take all reasonable measures to ensure any loss is mitigated.

Exclusion to cover B

- (i) loss arising from obstruction by snow rain or flood water
- (ii) If any claim on this extension is in any respect fraudulent or if fraudulent means are used by any lessee then all benefit under this extension shall be forfeited in respect of the lessee.

Maximum amount payable under cover B

The maximum amount payable under cover B is 33.3 % of the **buildings** sum(s) insured of the block of flats the subject of the claim in respect of each occurrence

The maximum amount payable in respect of each damaged flat will be based on its proportionate share of the total management charges and/or ground rent for the block of flats

Property Damage - Buildings

C Damage to Services

Accidental Damage by external means to

- cables or underground pipes providing services to or from the building(s)
- septic tanks and drain inspection covers for which the Insured owner lessee or tenant of any flat forming part of the **buildings** is legally responsible

D Breakage of fixed glass and sanitary fixtures

Accidental breakage of fixed glass forming part of the building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splashbacks pedestals sinks lavatory pans and cisterns (and their fixtures and fittings) in the **buildings** including the cost of temporary boarding up where necessary pending replacement

For the purposes of cover D the term glass includes polycarbonate and other synthetic substitutes

Exclusion to cover D

Breakage in respect of the block of flats or flat occurring when it is not being lived in by **you** or **your** family or by an adult person with **your** permission for more than 30 consecutive days

E Trace and access and damage to drains

We will pay reasonable costs and expenses incurred with **our** consent

- (1) in locating the actual source of **damage** and
- (2) for repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **damage** is insured by this Section
- (3) **we** may however at **our** discretion and with **your** permission elect to re-route the pipework from which the escape of water has occurred. However, **we** will not pay more than **we** would have done if **we** had elected to repair as per clause (2) above.

We will not indemnify You for costs or expenses incurred where damage results solely from a change in the water table level.

The maximum **we** will pay in respect of any one claim is £50,000.

The Sum Insured for each **building** and Machinery Item extends to include an amount necessarily and reasonably incurred by **you**, and which **we** agree to for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which **you** are responsible, following **damage** insured by this Section.

F Replacement of locks

Expenses necessarily and reasonably incurred by **you** in the replacement of external door locks following the loss of keys by theft all situated as stated in the **schedule**

The maximum **we** will pay in respect of any one claim is £2,500.

G Damage to Grounds including damage by emergency services

We will indemnify **you** in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to **you** or for which **you** are responsible, following **damage** at The Premises.

We will not indemnify you in respect of

- (a) the cost of moving soil other than as necessary for surface preparation
- (b) the failure of trees, shrubs, plants or turf to become established
- (c) the failure of seeds to germinate
- (d) **damage** caused by disease, infection or application of chemicals.

The maximum **we** will pay in respect of any one claim is £25,000.

Property Damage - Buildings

H Tree Felling and Lopping

We will pay reasonable costs and expenses incurred by **you** with **our** consent for the lopping or removal of trees for which **you** are responsible if such trees are considered to be an immediate threat to life or to the **property insured**.

We will not pay for

- (a) legal or local authority costs involved in removing trees
- (b) costs solely incurred to comply with a preservation order.

The maximum **we** will pay for any one claim is £500 and £2,500 in any one **Period of insurance**.

I Bees' and/or Wasps' Nests Removal

We will pay the cost of removing wasps' or bees' nests from **buildings** forming part of the **property insured**.

We will not pay for the cost of removing nests which were already in the buildings before the inception of this policy.

The maximum **we** will pay in respect of any one claim is £5,000.

J Fly Tipping

We will pay for the reasonable costs of clearing and removing any property illegally deposited in or around the **buildings** insured under this policy.

The maximum **we** will pay is £2,500 for any one claim.

K Loss of Metered Utilities

We will pay for charges for which **you** are responsible, if water, gas, oil or electricity is discharged from a metered system providing service to The Premises as a result of **damage** insured under this Section.

The maximum that **we** will pay in respect of any one claim is £25,000.

L Transfer of Interest

If at the time of **damage** to a building insured under this Section **you** have entered into a contract to sell **your** interest in it but

- (1) the contract has not yet been completed and
- (2) the building has not yet been insured by or on behalf of the purchaser and
- (3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that building.

This will not affect either **your** or **our** rights and liabilities up to the date of completion of the purchase.

M European Union and Public Authorities including Undamaged Property

Following **damage** insured by this Section to any **buildings**, blocks of flats, furniture, machinery or tenants alterations Item described in the **schedule**, **we** will pay the additional cost of reinstating the **property insured** including any undamaged portions necessary to comply with any

- (1) European Community legislation
- (2) Act of Parliament
- (3) Bye-Laws of any public authority.

We will not indemnify you in respect of

- (a) costs incurred in respect of **damage** not insured by this Section
 - i. where notice was served upon **you** before the **damage** occurred
 - ii. where an existing requirement must be completed within a stipulated period
 - iii. in respect of any building or contents which have not suffered **damage** insured by this Section
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

Property Damage - Buildings

The reinstatement of the **property insured**

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to **your** needs but this must not increase **our** liability. If **our** liability under this Section is reduced by the application of any terms or conditions of this policy, **our** liability under this clause will similarly be reduced.

The maximum **we** will pay under this Clause in respect of

- (a) **property insured** which has suffered **damage** is the Sum Insured
- (b) undamaged portions of **property insured** other than foundations is 15% of the amount **we** would have been liable to pay if the **property insured** by the item at the premises where **damage** occurred had been completely destroyed.

N Non-invalidation

The insurance by this Section will not be invalidated by any

- (1) act or
- (2) omission or
- (3) alteration

either unknown to **you** or beyond **your** control which increases the risk of **damage**.

However, **you** must

- (a) notify **us** immediately **you** become aware of any such act, omission or alteration and
- (b) pay any additional premium required.

O Contract Works

Where **you** have entered into a contract or agreement for the extension, alteration or refurbishment of any of the premises, the insurance by each Item on **buildings** is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and **we** note the interest of the contractor and subcontractors specified in the contract where such interests are required

Provided that

- (1) **you** give **us** prior notification of any contract with a contract price in excess of £100,000 including details of
 - (a) the nature of the works to be carried out
 - (b) the contract conditions
 - (c) the contract period
 - (d) the contract price.
- (2) **you** pay **us** the additional premium required in respect of each individual contract to which this extension applies.

We will not indemnify you

- (a) where a more specific insurance policy is in force
- (b) in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this Clause, contract works include temporary or permanent works completed or to be completed by or on behalf of **you** at the premises.

P Workmen

Repairs and minor structural alterations may be carried out at the **buildings** without affecting the Cover.

Q Index linking

The sum(s) insured will be adjusted at monthly intervals during the **period of insurance** by a percentage determined by **us** based on nationally published indices or a suitable alternative index. The revised sum(s) insured and renewal premium will be shown on the renewal notice issued to **you** at each renewal date of **your** policy

Public Liability Section

Special Definition you, your, yours

In this section the terms **you, your, yours** means the person, persons or company named as the Insured in the **schedule**. In addition those individuals bodies or organisations named below are also deemed to be the Insured provided they are not entitled to indemnity from any other source and they are also subject to the terms of the policy as far as they can apply

- (a) the owner or lessee of any flat
- (b) the managing agents
- (c) the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
- (d) the residents association
- (e) any director partner or **employee** at the request of the Insured named in the **schedule** who will be considered to have been insured separately in the terms of this section

What you are covered for:

- 1 **We** will pay **you** for all amounts which **you** shall become legally liable to pay as **damages** in respect of
- a) accidental **bodily injury** to any person
 - b) accidental loss or destruction of or accidental **damage** to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property occurring during the **period of insurance** and arising out of the ownership of the premises.
 - d) any block of flats (including its garages and domestic out**buildings**) formerly owned or leased by the Insured named in the **schedule** and occupied solely for private residential purposes or any private dwelling previously owned or leased by the owner or lessee of any flat and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975
- In the event of the **buildings** section of this policy being cancelled or expiring the indemnity will continue for a period of 7 years in respect of any block of flats insured by this section prior to such cancellation or expiry

2 Contingent motor liability (non-owned vehicles)

We will pay **you** for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**.
Provided **we** will not be liable

- a) for loss of or destruction of or **damage** to such vehicle or to goods being carried
- b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

3 Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for **damages** to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

4 Data Protection Act 1998

We will pay **you** any amount which **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the act) held by **you** provided that **we** shall not be liable for

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

5 Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **business** premises or land which have been disposed of by **you**.

- a) **We** will not be liable
 - if at the date of their disposal by **you** such **buildings** were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
 - b) for the cost of repairing or rectifying any defect or alleged defect in such **buildings**
 - c) if **you** are entitled to payment under any other policy.

Public Liability Section

6 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - c) any bona fide member of **your** organisation
 - d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - f) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - g) any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

7 Overseas Personal Liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and **buildings**
- b) any person referred to above is entitled to payment under any other policy.

Basis of Claims Settlement

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant.
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this sub-section of the policy.

Public Liability Section

What you are not covered for

We will not pay for **your** legal liability in respect of

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2.
 - a) loss or destruction of or **damage** to property
 - b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Cover 3 - Contingent Motor Liability of this section
3. loss or destruction of or **damage** to
 - a) property owned by or leased, hired or rented to **you**
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the premises
4. liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) loss or destruction of or **damage** to property, **buildings** or land caused by vibration or by the removal or weakening of support
5. products other than food or drink sold or supplied for consumption by **your** directors, partners, **employees** or visitors
6. loss or destruction of or **damage** to products nor the cost of making good or recalling such products nor the cost of rectifying defective work
7. loss or destruction of or **damage** to property which **you** or any of **your employees** are or have been working on
8. fines, penalties or liquidated, punitive or exemplary damages
9. the first £250 in respect of each and every claim for accidental loss or destruction of or accidental **damage** to material property.
10. Liability arising directly or indirectly out of the execution of structural alterations structural repairs (other than the normal upkeep and normal making good) or redevelopment of the premises
11. Liability of any resident incurred solely as occupier (not as owner) of the flat in which they reside

Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable shown in the **schedule** less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled

we shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

Communal and Landlords Contents

What you are covered for

A communal and landlords contents

All risks – i.e. accidental loss destruction or **damage** to **communal and landlords contents** in the common parts within the block of flats or in any individual furnished flat or situated at the location(s) stated in the **schedule** by

1 fire explosion lightning earthquake

2 smoke

Exclusion to cover 2:

any gradually operating cause

3 storm and flood

Exclusion to cover 3:

damage attributable solely to a change in the water table level

4 escape of water from water tanks pipes or apparatus or fixed heating installations

5 theft or attempted

Exclusion to cover 5:

theft by deception unless deception is used solely as a means to gain entry

damage caused by **you** any member of **your** family or any of **your** directors or partners

damage caused by any occupier to the **communal and landlords contents** of the flat in which they reside

theft of **landlords gardening equipment** other than from a securely locked building

6 riot civil commotion strikers or persons taking part in labour and political disturbances

7 malicious persons or vandals

Exclusion to cover 7:

damage caused by **you** any member of **your** family or any of **your** directors or partners

damage caused by any occupier to the **communal and landlords contents** of the flat in which they reside

8 leakage of oil from a fixed heating installation

9 impact by aircraft or other aerial devices or articles falling from them

10 impact by any road vehicle or animal or by goods falling from them

11 falling radio and television receiving aerials including satellite dishes their fittings and masts

12 falling trees (in part or otherwise)

13 subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

Exclusion to cover 13:

damage due to coastal or river erosion

14 any other cause not otherwise excluded

General exclusions to cover A

damage arising from wear tear settlement or shrinkage action of light wet or dry rot vermin insects fungus infestation damp rust atmospheric climatic or weather conditions or any gradually operating cause the process of cleaning repairing or restoring any article or mechanical breakdown or consequential loss

damage arising from the use of defective materials defective design or faulty workmanship

damage specifically excluded elsewhere in this policy

accidental loss destruction or **damage** occurring in any part of the block of flats used for trade or **business** purposes other than any occupation described in the **schedule**

property insured by any other policy

Communal and Landlords Contents

Excess applicable to cover A

Other than in respect of subsidence and/or ground heave the first £100 of any amount payable in respect of each occurrence in respect of each block of flats unless otherwise shown in the **schedule** or policy

Extensions to cover A

(1) debris removal costs

B Damage to mirrors and glass

Accidental **damage** occurring in the block of flats to mirrors plate glass tops to furniture fixed glass in furniture and ceramic glass in cooker hobs or any polycarbonate or synthetic substitute

Exclusion to cover B

damage to glass oven doors or ceramic glass in cooker hobs or any polycarbonate or synthetic substitute which is covered by any other policy

C Temporary Removal for Cleaning or Renovation

We will indemnify **you** in respect of **damage** insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

(1) to another part of The Premises

(2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum **we** will pay in respect of any one loss is £2,500.

General conditions

Sum insured condition

See also General conditions applicable to the policy)

The sum(s) insured represent(s) and will at all times be maintained by **you** at not less than the full cost of replacing the **property insured**. This calculation will not cater for wear tear and depreciation other than in respect of household linen

Claims settlement

In the event of **damage we** will provide payment or at **our** option indemnify **you** by reinstatement replacement or repair in accordance with the basis of settlement below

Basis of settlement

In settling total loss claims or claims for **damage** which is beyond economic repair **we** will not make a reduction for wear tear and depreciation except in respect of household linen. A deduction for wear tear and depreciation will be made in respect of property not belonging to **you** or **your** domestic servants unless **you** or they are legally responsible for the cost of replacement as new under the terms of a contract or agreement.

Limit of liability

Our liability in respect of **damage** arising out of one occurrence will not exceed:

£25,000 in the common parts of flats and or apartments

£5,000 in an individual flat for which **you** are responsible and do not reside in

£1,000 for any one article in respect of televisions radios recording and audio equipment clocks, pictures works of art or curios

£500 in respect of property in the open or in any garage or domestic outbuilding

£10,000 for landlords gardening equipment

or the amount stated against each item in the **schedule**

The sum(s) insured will not be reduced by the amount of any claim payment

Employers Liability

What you are covered for

- 1 **We** will pay all amounts which **you** shall become legally liable to pay as **damages** in respect of accidental **bodily injury** to any **employee** if such **bodily injury** arises out of and in the course of his employment by **you** in the **business** and occurring
 - a) during the **period of insurance**
 - b) within the **territorial limits**

2 Compensation for court attendance

We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum of £250.

3 Corporate Manslaughter

We will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
 - b) prosecution costs awarded against **you**
- in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one period of insurance
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**.
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4 Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for **damages** to all parties insured shall not exceed the maximum amount payable as shown in the **schedule**.

Employers Liability

5 Health and Safety at Work etc. Act 1974

We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

6 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- e) the owner of plant hired by **you** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for **damages** to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

7 Unsatisfied Court Judgements

In the event of a judgement for **damages** being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of **damages** and any awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

Employers Liability

Basis of Claims Settlement

The maximum amount payable in respect of

- a) accidental **bodily injury to employees**
 - b) all legal costs recoverable from **you** by any claimant
 - c) any other costs and expenses of litigation incurred with **our** written consent
 - d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
 - e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy arising out of and in the course of employment in the **business** will not exceed
 - i) the maximum amount payable shown in the **schedule** for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
 - ii) the amount stated in the **schedule** as regards any other **bodily injury**
- in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for

We will not pay for claims made under this section of the Policy in respect of:

1. liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

Special Conditions

1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown on the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

Terrorism

Terrorism – Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **General Cover** provided by this policy, save only that any insurance in respect of loss of rent or cost of alternative accommodation shall be deemed to be insured by the Terrorism – **Business** Interruption sub-section of this section.

Terrorism – Business Interruption

This sub-section applies to loss of **gross profit**, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss resulting from interruption or interference as described, defined and specified as insured in the **General Cover** provided by this policy.

Provided that at the time of the happening of the loss, destruction or **damage** that causes the interruption or interference there shall be in force an insurance provided by **us** covering **your** interest in the property that suffers such loss, destruction or **damage** and that payment shall have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

What you are covered for

We will indemnify **you** in the event of loss, destruction or **damage** to the **property insured** or **business** interruption resulting therefrom, insofar and to the extent that it is insured in **Great Britain** by the **General Cover** and in respect of which there is an operative sub-section in the **schedule**, the cause of which is acts of persons acting on behalf of, or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

What you are not covered for

We will not be liable under this section in respect of

- 1 loss, destruction or **damage** or **business** interruption directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - b) **virus or similar mechanism** or **hacking** or **denial of service attack or phishing** in respect of any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether belonging to **you** or not
- 2 loss, destruction or **damage** or **business** interruption in respect of
 - a) any **nuclear installation** or **nuclear reactor**
 - b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than any Goods in Transit section, sub-section or extension of the **General Cover** provided by this policy insofar as it relates to loss, destruction or **damage** occurring in **Great Britain**
 - d) any other type of property which is specifically excluded elsewhere in this policy.
 - e) bankers blanket bond

Terrorism

Special Conditions

- 1 This section is concurrent and conjunctive with and dependent upon the **General Cover** provided by this policy.
- 2 This section is not subject to any of the General Exclusions of this policy other than those stated in 'What **you** are not covered for' of this section.
- 3 This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **General Cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
- 4 In any action, suit or other proceedings where **we** allege that any loss, destruction, **damage** or **business** interruption is not covered by this section the burden of proving that such loss, destruction, **damage** or **business** interruption is covered shall be upon **you**.
- 5 This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation protection or to any Long Term Agreement or Undertaking which may apply to the **General Cover** provided by this policy.
- 6 This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **General Cover** provided by this policy

