

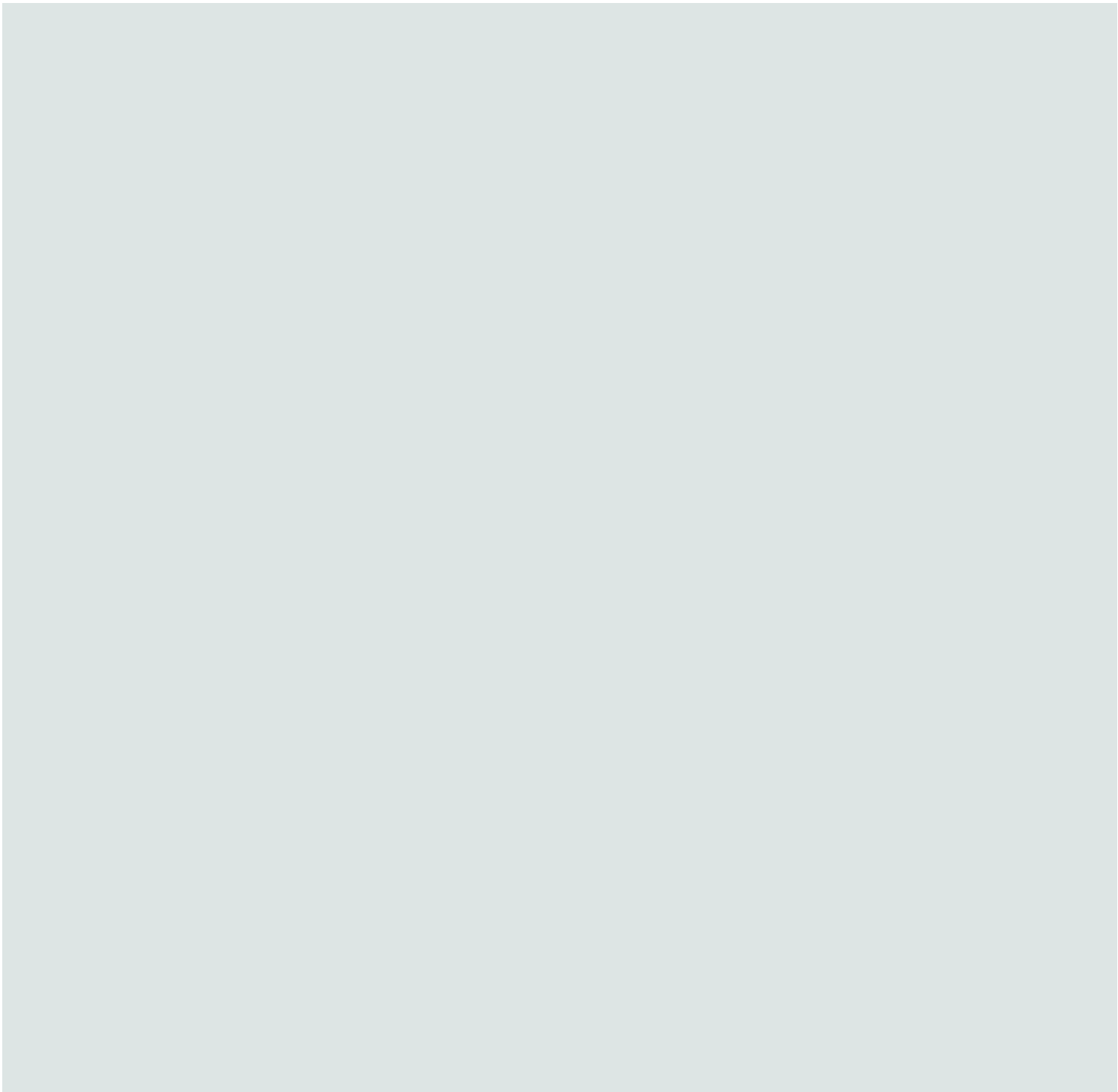


Insurance | Risk Management | Consulting



Residential Property Owners

Policy document





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Data protection statement



Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes



Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure



Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.



Guide to your Policy

Your new Policy has been designed to meet the needs of the residential property owners market, and it's been written in plainer English which we hope will make it easier to understand.

To help you find your way around your Policy, we've produced the following short guide to the contents.

General Definitions: defined words which have a special meaning wherever they are used in the Policy. Definitions save us using or repeating long explanations in the middle of the Policy wording.

Section 1

Material Damage: covers your physical assets to the extent that you have chosen. You can find sums insured and limits of your cover in the Schedule.

Section 2

Property Owners' Liability: covers your legal obligations to pay someone else, other than employees, for injury or damage to their property, caused by your business/association.

Section 3

Employers' Liability: covers your legal obligations to compensate an employee who is injured.

Section 4

Terrorism Extension

General

Matters which apply to the whole Policy, or to more than one section:

- General exclusions
- General conditions
- Claims conditions – what to do if you need to make a claim

Endorsements: not all of these will apply, but, where they do, they will be shown on the Schedule.

Queries and Complaints Procedure: what to do if you have a problem with this Policy or our service.

Schedule and Specification

Attached to your Policy is the Schedule. This is a separate document so that an updated copy can be given to you whenever you change your individual circumstances.

Schedule: this specifies the particulars you have chosen and, in addition, will show details of any special extensions and endorsements specially applicable to you and not included in the standard printed Policy.

Specification: this sets out a summary of your particulars, such as your name and address, and which sections of the Policy are operative, sums insured and limits of liability.



Your Residential Property Owners' Policy

This Policy is a contract between you and us.

This Policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure you under those sections stated in the schedule during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the schedule or any endorsement to this Policy.

When you take out, renew and make changes to the cover provided by this Policy, you must take reasonable care to ensure that you accurately answer any questions which we ask of you and that any information you give us is accurate. If you are taking out this Policy for purposes which are wholly or mainly related to your trade, business or profession, you must also let us know about all facts which are material to our decision to provide you with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this Policy and any schedule, endorsement and certificate carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

This document shows all the Sections available under the Policy. Cover is only effective for those Sections shown as operative in the Schedule and then only to the extent shown there.



General definitions

Wherever the following words appear in the Policy in bold letters they will have the same defined special meaning attributed to them.

Buildings

The buildings at the premises shown in the Schedule including:

- a) landlords' fixtures and fittings and decorations
- b) private garages, outbuildings, yards, forecourts, car parks, drives, pools, hard courts, patios and terraces
- c)
 - i) roads and pavements, associated lamp posts and other street furniture
 - ii) garden machinery, garden landscaping and paving, garden furniture, trees and plants but only to the extent of YOUR responsibility
- d) walls, gates, fences, canopies, fixed signs, communication aerials and closed circuit surveillance equipment
- e) cesspits, septic tanks, piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains, but only to the extent of YOUR responsibility
- f) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitary ware for which YOU are responsible
- g) gymnasias used by residents for domestic and leisure purposes
- h) solar panels.

Business

Your business shown in the Schedule including:

- a) the ownership, organisation and/or management of the buildings
- b) your fire, security, first aid and ambulance services
- c) maintenance of the buildings, plant and equipment

In respect of Sections 2 and 3 only business also includes:

- d) your sponsorship of events or involvement in exhibitions, galas, carnivals, fetes or corporate hospitality.

Claim

A single loss or series of losses due to one occurrence which is insured by this Policy.

Communicable Disease

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

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Contents of Common Parts

Furniture, carpets, curtains, equipment, other similar property and tenants' improvements, alterations and decorations within common areas of the buildings for which you are responsible but excluding computer systems software, data and records.

Damage

Loss or damage.

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 not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Due to

Directly or indirectly caused by, resulting or arising from, in connection with.



Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with YOU
- b) supplied to, hired or borrowed by YOU including persons undertaking study or work experience whilst employed or engaged by YOU in connection with the business.

Excess

The amount for which YOU are responsible and which will be deducted from any payment under this Policy after the application of all other terms and conditions of the Policy.

The excess which applies to each claim may vary; YOU should check the relevant Policy Section, Endorsement, Specification or Schedule.

Geographical Limits

- a) The territorial limits
- b) elsewhere in the world in respect of:
 - i) any act or omission occurring within the territorial limits
 - ii) work undertaken by you, your officers or any employee who ordinarily reside in the territorial limits.

Goods

Goods (including containers, packaging, labelling and instructions for use) which are not in YOUR custody or control and which you have sold or supplied within the territorial limits in connection with the business.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

Injury

Bodily injury including illness, death, disease, mental injury or anguish and shock.

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 adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- 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 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.

Officer(s)

Director(s) or partner(s) in the business.

Pay

Pay or at OUR option reinstate, repair or replace the damaged property or any part of it.

Premises

The premises shown in the Schedule.

Principal

Any party other than your officers or employees with whom YOU have undertaken work or the performance of a contract, agreement for work or provision of services (other than the sale or supply of goods) in connection with the business.

Property

Material property.

**Resident**

Any person who is the owner, lessee or occupier of any private dwelling or flat and any member of their family permanently living with them at the buildings.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

Territorial Limits

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

We, us or our

Zurich Insurance Company Ltd: pertaining to Zurich Insurance Company Ltd.

You, your

The person, people, company or other organisation shown in the Schedule as the Insured: pertaining to the Insured.





Section I – Material Damage

Special Definitions

Wherever the following words appear in capital letters, e.g. DECLARED VALUE, within this Section they will have the same defined special meaning attributed to them.

BODILY INJURY

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

DECLARED VALUE

The cost of REINSTATEMENT of the property insured at the inception of the Period of Insurance excluding inflationary factors that may operate subsequently adjusted to include where insured:

- a) the additional cost of REINSTATEMENT to comply with European Union legislation, statutory or local authority requirements
- b) professional fees
- c) debris removal costs.

INSURED PERSON

Any officers or YOUR authorised representative who is 16 years old or over but under 66 years old to whom YOU have entrusted MONEY.

MONEY

Coinage, bank and currency notes, bills of exchange, cheques, giro cheques, giro cash cheques, bankers drafts, national giro drafts, money orders, postal orders, national insurance stamps, national savings stamps, national savings certificates, all belonging to YOU or for which YOU have accepted responsibility and held in connection with the business.

NON NEGOTIABLE MONEY

Crossed cheques, crossed giro cheques, crossed bankers drafts, crossed national giro drafts, crossed money orders, crossed postal orders, used national insurance stamps, national savings certificates.

PERMANENT

That which in all probability will continue for the remainder of life.

REINSTATEMENT

- a) Rebuilding or replacement of property which has been lost or destroyed.

Rebuilding or replacement may be carried out:

- i) In any manner to suit YOUR requirements
- ii) upon another site

provided the amount payable by US is not increased

- b) the repair or restoration of property which has been partially damaged to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

RENT

- a) Money paid or payable to YOU in the course of the business in respect of the buildings shown in the Schedule.

In respect of untenanted buildings or portions of buildings, the money estimated to be paid or payable to YOU once the buildings or parts of them are let for accommodation.

- b) Service charges payable to YOU in the course of the business in respect of the buildings shown in the Schedule.

RESIDENTIAL CONTENTS

Furniture, furnishings, carpets, television, video and audio equipment and other household goods in individual flats or residential units at the premises owned by YOU or for which YOU are legally responsible but excluding:

- a) articles of gold, silver or other precious metals, jewellery or furs
- b) money, stamps, collections, certificates, cheques, securities or documents
- c) clothing and personal effects
- d) pets or livestock
- e) any amount exceeding £1,000 in respect of any one picture, curio or work of art
- f) property more specifically insured by another policy.



TERRORISM

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

UNOCCUPIED BUILDINGS

Any buildings which have not been lived in for more than 30 consecutive days.

Cover

Provided it is shown as insured in the Schedule and occurs at the premises we will pay for damage (unless it is excluded) to the buildings, contents of common parts and RESIDENTIAL CONTENTS by an Insured Peril.

Basis of Claims Settlement

The following clauses will apply only in the settlement of a claim under this Section which has been accepted by us as valid.

Underinsurance

If at the commencement of any damage the total DECLARED VALUE under this Section is less than the cost of REINSTATEMENT at the start of the Period of Insurance we will not pay more than the proportion of the claim which the DECLARED VALUE bears to the cost of REINSTATEMENT.

Payment to Somebody other than You

If you do not own the property, we will have the option to pay the owner of the property instead of you. Provided that:

- a) we conduct and control the claim
- b) the owner must observe, fulfil and be subject to the terms, exceptions and conditions of this Policy as far as they can apply.

The owner's receipt will be a discharge of the claim.

Reinstatement Conditions

Subject to the following Special Conditions the calculation of the amount payable following damage to the buildings, contents of common parts and RESIDENTIAL CONTENTS will be based on the REINSTATEMENT of the property affected including additional costs of REINSTATEMENT incurred solely to comply with European Union legislation or other statutory or local authority requirements.

Special Conditions (applicable only to claims payable under Reinstatement Conditions)

1. If property is only partially damaged we will not pay more than the amount which would have been payable if the property had been totally destroyed.
2. Any additional amount, payable solely due to this REINSTATEMENT condition, will be paid only if:
 - a) REINSTATEMENT starts and proceeds without unreasonable delay
 - b) the cost of REINSTATEMENT has been actually incurred
 - c) any other insurance which YOU effect, or which is effected on YOUR behalf in respect of the property, is on the same basis of REINSTATEMENT at the time of the damage.



3. We will not pay for:

- a) the cost of complying with European Union legislation, statutory or local authority requirements:
 - i) where damage:
 - 1) occurred prior to the commencement of the Period of Insurance
 - 2) is not insured by this Policy
 - ii) where YOU have been served with a notice before the damage occurred
 - iii) which relates to undamaged parts of damaged buildings (except for the foundations of the parts of the buildings destroyed or damaged) other than the lesser of £250,000 or 15% of the total amount for which we would have been liable if the buildings had been totally destroyed
- b) the amount of any charge or assessment due to capital appreciation which may be payable because of compliance with European Union legislation, statutory or local authority requirements.

4. REINSTATEMENT must be completed within 12 months of the damage occurring unless we agree a longer period.

Indemnity Settlement

Where claims are payable as if the REINSTATEMENT conditions had not been incorporated the amount we will pay will be the value of the property sustaining damage at the time of its loss or destruction or the amount of the damage. All other terms and conditions of the Policy will apply except that the Sums Insured will be limited to 113% of the DECLARED VALUES stated in the Schedule.

Additional Cover

- I. We will pay for loss, cost or expense as undernoted incurred by you due to damage to buildings or contents of common parts or RESIDENTIAL CONTENTS due to an operative Insured Peril:

Abortive Costs

the reasonable costs and expenses incurred by YOU with OUR prior written consent in respect of abortive repairs, investigations and tests for work not required following damage

Archaeological Discoveries

the reasonable costs necessarily incurred by YOU in consequence of damage as insured hereby as a direct result of YOU complying with YOUR statutory obligations following the discovery of archaeological finds during site excavation.

We will not pay:

- a) more than £25,000 any one claim
- b) for costs incurred where YOU have any pre existing knowledge of the presence of archaeological remains prior to commencement of works

Boarding Up

the reasonable costs of boarding up and making secure the buildings following damage

Emergency Services

costs and expenses which YOU incur with OUR consent in making good damage to buildings including landscaped gardens caused by emergency services but excluding:

- a) the cost of soil movement other than necessary for surface preparation
- b) the failure of seeds to germinate or trees, shrubs or turf to become established following replanting

Fire Extinguishment Expenses

the reasonable costs incurred by YOU in consequence of damage as insured hereby in respect of:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems
- f) public fire brigade charges for which YOU may be assessed



Involuntary Betterment

the additional costs incurred in providing alternative replacement property which is as similar as possible to that which has sustained damage and which is capable of performing the same function where new property of the like, kind and quality as that suffering damage is not obtainable. Such alternative property will not be considered to be betterment to YOU.

We will also pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

- a) new equipment installed to replace equipment which has sustained damage
- b) undamaged existing equipment at the same or an independent location.

Provided always that such substitution of materials is with OUR prior written consent

Loss of Metered Water, Gas and Electricity

loss of metered water, gas or electricity following damage resulting in a water, gas or electricity charge which YOU are unable to recover from any other party.

We will not pay more than £250,000 in any Period of Insurance

Obsolete Buildings Materials

the reasonable additional cost incurred in repair of damage to materials which given consideration to the knowledge at the time of installation, construction or fitting were deemed fit for purpose but at the date of loss are no longer deemed so with alternative materials currently considered appropriate for purpose

Re-letting Costs

costs necessarily and reasonably incurred in re-letting the buildings solely due to damage.

We will not pay more than £5,000 in any Period of Insurance

Rent and/or Alternative Accommodation

- a) the reasonable additional cost of comparable alternative accommodation for:
 - i) any resident including temporary storage costs for their furniture
 - ii) domestic pets which normally live in the buildingsduring the period necessary to restore buildings which have been made uninhabitable or inaccessible by damage to a habitable condition
- b) RENT, which ceases to be payable to YOU whilst the buildings are uninhabitable or inaccessible due to damage, but not for more than 36 months from the date of the damage.

We will not pay:

- i) any amount in EXCESS of the limit stated in the Schedule of the Sum Insured on damaged buildings
- ii) costs which may cease or be reduced as a result of the damage
- iii) any claim made under both parts a) and b) for any over-lapping periods in respect of any one flat or residential unit
- iv) any costs under a) upon the expiry or termination of the tenancy agreement between the landlord and tenant(s) in respect of any one flat or residential unit

Unauthorised use of Electricity, Gas, Oil Water or Telecommunications

the cost of metered electricity, gas, oil, water or telecommunications for which YOU are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the buildings without YOUR authority provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

We will not pay more than £50,000 any one claim

Water Damage Tracing Costs

costs and expenses which YOU incur with OUR consent to locate the source of damage to the buildings due to an escape of water, including subsequent repair to walls, floors or ceilings.

2. The insurance in respect of each item on buildings includes costs, fees and expenses as undernoted incurred by YOU following damage due to an operative Insured Peril provided that the total amount we pay does not exceed the relevant Sum Insured or Limit:

Drains and Gutters

costs and expenses which YOU incur with OUR consent, to clean and/or clear drains and/or sewers and/or gutters (which YOU own or for which YOU are responsible)



Professional Fees

architects', surveyors', legal and consulting engineers' fees, necessarily and reasonably incurred but excluding any fees for preparing a claim

Removal of Debris

costs and expenses which YOU incur with OUR consent in removing debris of the buildings from the premises and the immediately adjacent area following accidental damage covered under this Section

Shoring Up

costs and expenses which YOU incur with OUR consent to shore-up or prop, dismantle or demolish the property due to damage.

3. We will pay:

Action of Competent Authorities

for loss of RENT and/or the reasonable additional cost of comparable alternative accommodation due to action by the police or other competent local, civil or military authority following a danger or disturbance within a one mile radius of the premises whereby access thereto is prevented.

Provided always that:

- a) we will not pay for any claim incurred more than 3 months from the occurrence
- b) there will be no liability under this additional cover for loss resulting from interruption of the business during the first 4 hours of the occurrence
- c) our liability will not exceed £100,000 or 10% of the stated sum insured on buildings, whichever is the lesser, any one claim and in all in any one Period of Insurance.

Concern for Welfare Costs

costs incurred following damage caused by the police or persons acting under their control in gaining access to the buildings as a result of their concern for the welfare of the resident

We will not pay:

- a) more than £5,000 any one claim nor more than £15,000 in any Period of Insurance
- b) for costs incurred following damage caused by the police in the course of criminal investigations

Deeds and Documents

the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the premises due to damage to the deeds and documents occurring at the premises or whilst held in safekeeping by a bank or solicitor.

We will not pay more than £500 any one claim

Event Limits

BODILY INJURY solely and directly resulting within 52 weeks of the BODILY INJURY in:

- a) Death, or Total and PERMANENT
 - i) loss or loss of use of one or more limbs at or above the wrist or ankle; or
 - ii) loss or loss of use of one or both eyes; or
 - iii) disablement from paid work of any kind (payable after 104 weeks from the date of the BODILY INJURY or as agreed by us).
- b) Temporary disablement from usual paid work (payable until recovery or up to 104 weeks from the date of the BODILY INJURY whichever occurs first). Provided that anyone entitled to compensation:
 - i) places themselves as soon as practicable under the care of a qualified medical practitioner whose advice they must follow
 - ii) submits to medical examination at OUR expense as often as required by us.

No compensation will be payable in respect of any one INSURED PERSON under more than one heading under item a) of Event Limits. All sums paid under item b) of Event Limits will be deducted from any sums becoming payable under item a) i), ii) or iii) of Event Limits in respect of the same BODILY INJURY to the same INSURED PERSON

Exceptional Measures

costs up to £25,000 which YOU incur with OUR consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this Section.

Provided that:

- a) the potential claim could not have been reasonably foreseen
- b) the terms and conditions of this Section will apply as if damage had occurred



Fly Tipping

the reasonable costs of cleaning and removing any property illegally deposited in or around the premises. The most we will pay is £25,000 for any one claim and in all in any Period of Insurance

Keys

up to £7,500 any one premises to replace locks to the external doors of the buildings if keys are stolen from the buildings or from the home of an authorised keyholder or where there is reasonable evidence that such keys have been copied by an unauthorised person

Legionellosis

- a) loss of RENT and/or the reasonable additional cost of comparable alternative accommodation due to an outbreak of Legionellosis at the premises causing restrictions on the use thereof on the order or advice of the competent local authority.
- b) the reasonable costs incurred in cleaning and decontamination of the air-conditioning or water supply equipment at the premises the use of which has been restricted on the order or advice of the competent local authority.

We will not pay:

- i) for any costs or loss of RENT incurred more than 3 months after the outbreak
- ii) more than £1,000,000 in respect of item a) and £25,000 in respect of item b) in all in any one Period of Insurance
- iii) if you are at the time of the outbreak in breach of your statutory obligations in respect of the control of Legionellosis

Loss of Money

the amount of any loss not exceeding the Limits shown in the Schedule in the event of:

- a) loss of MONEY from any cause which is not excluded:
 - i) loss of NON-NEGOTIABLE MONEY
 - ii) loss of other MONEY whilst in transit and entrusted to your officers or authorised representative or whilst in the private residence of your officers or authorised representative
- b) accidental damage as a direct result of robbery or attempted robbery to:
 - i) the personal effects of your officers or authorised representative
 - ii) any security case, bag or other specially designed container for the carriage of MONEY.

We will not be liable for any loss:

- i) arising from error or omission in receipts, payments, accounting practices or depreciation in value
- ii) due to fraud or dishonesty on the part of any of your officers or authorised representative unless such loss is discovered within 14 days of the act of fraud or dishonesty
- iii) of MONEY in excess of £100 from an unattended vehicle

Named Diseases, Murder, Suicide or Rape

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation due to:

- a) the occurrence of a Named Disease as defined below at the premises or attributable to food or drink supplied from the premises
- b) the discovery of an organism at the premises likely to result in the occurrence of a Named Disease
- c) the discovery of vermin or pests at the premises
- d) any accident causing defects in the drains or other sanitary arrangements at the premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- e) any occurrence of murder, suicide or rape at the premises.

We will not pay:

- i) for any costs or loss of RENT incurred more than 3 months after the outbreak
- ii) more than £1,000,000 in respect of any one Period of Insurance
- iii) for any costs incurred in the cleaning, repair, replacement, recall or checking of property

For the purpose of this Extension 'Named Disease' will mean illness sustained by any person resulting from:

- l) food or drink poisoning



2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Leptospirosis	Paratyphoid fever	Tuberculosis
Acute poliomyelitis	Malaria	Rabies	Typhoid fever
Bubonic plague	Measles	Relapsing fever	Typhus fever
Cholera	Meningitis	Rubella	Viral haemorrhagic
Diphtheria	Meningococcal infection	Scarlet fever	Viral hepatitis
Dysentery	Mumps	Smallpox	Whooping cough
Leprosy	Ophthalmia neonatorum	Tetanus	Yellow fever

an outbreak of which the competent local authority has stipulated will be notified to them

Personal Accident Assault Extension

compensation up to the Event Limits shown in the Schedule if an INSURED PERSON sustains BODILY INJURY as a result of robbery or attempted robbery

Prevention of Access

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation due to damage by an operative Insured Peril to property:

- a) within a one mile radius of the buildings which prevents or hinders their use or access to them whether the buildings are damaged or not
- b) at the buildings of your Managing Agents in the territorial limits.

We will not pay:

- i) for any claim for loss of RENT and/or alternative accommodation costs incurred more than 3 months from the occurrence
- ii) any amount in excess of 20% of the Sum Insured on buildings to which use or access is prevented or hindered or £10,000,000 any one claim and in all in any one Period of Insurance, whichever is the lesser
- iii) for damage to the property of any supply undertaking which prevents or hinders the supply of electricity, gas, water or telecommunications to the buildings
- iv) for any claim where the prevention or hindrance of access or use is less than 4 hours' duration

Public Utilities

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation due to access to or use of buildings being hindered or prevented due to damage by an operative Insured Peril to property at any:

- a) generating station or sub-station of a public electricity supply undertaking
- b) land-based premises of the public gas supply undertaking or any national gas producer linked directly to them
- c) waterworks and pumping stations of a public water supply undertaking
- d) land-based premises of any public telecommunications undertaking

from which the buildings obtain electricity, gas, water or telecommunication services. We will not pay any amount in excess of 20% of the Sum Insured on buildings to which the public utilities supply is affected or £10,000,000 any one occurrence and in all in any one Period of Insurance, whichever is the lesser

We will not pay for any claim for loss of RENT and/or alternative accommodation costs incurred more than 12 months from the occurrence

Removal of Nests

the cost of removing wasps' or bees' nests from the buildings.

We will not pay:

- a) more than £500 any one claim and £5,000 in any Period of Insurance
- b) the costs of removing nests already in the buildings before the inception of this Policy

Tree Felling and Lopping

the cost of removing or lopping trees which are an immediate threat to the safety of life or property.

We will not pay:

- a) more than £5,000 any one claim and in any Period of Insurance
- b) legal or local authority costs involved in removing trees



c) costs incurred solely to comply with a Preservation Order



Tree Removal

the cost of removing fallen trees or branches from the premises.

We will not pay:

- a) more than £5,000 any one claim and in any Period of Insurance
- b) unless the incident results from an operative Insured Peril.

Extensions to Section 1

This insurance extends to include:

1. Capital Additions

alterations, additions and extensions to existing buildings and newly acquired or newly erected buildings which you have not told us about, provided:

- a) you tell us about them as soon as you can but not later than 6 months after you become responsible for them
- b) you effect specific insurance from the time you become responsible for them
- c) we will not pay:
 - i) more than £2,500,000
 - ii) for appreciation in value.

This Extension does not apply to buildings:

- i) for which you have been responsible for more than 6 months
- ii) which are otherwise insured.

2. Contracting Purchaser's Interest

the interest of any person to whom you have contracted to sell your interest in buildings insured by this Section.

This Extension will not prejudice your rights or our rights and will not operate:

- a) if the property is otherwise insured by, or on behalf of, the contracting purchaser
- b) after completion
- c) if the purchase is not completed.

3. Debris Recycling

additional expenses incurred with our prior written consent to sort, segregate and transport recyclable debris of the damaged buildings to recycling facilities.

We will not pay:

- a) more than 25% of the total amount paid or payable by us in respect of debris removal costs in connection with the same occurrence
- b) for the first 10% of all costs otherwise payable under this extension.

4. Energy Performance and Sustainable Buildings

- a) the additional cost of reinstatement incurred by you with our prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or damaged property insured
- b) the additional cost of reinstatement incurred with our prior written consent to reinstate the lost, destroyed or damaged property to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment
- c) the reasonable additional cost of reinstatement incurred with our prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

We will not pay:

- i) for any undamaged portions of the property insured
- ii) for any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of the works funded by the application of this extension
- iii) for any costs incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon you prior to the happening of the damage



iv) more than £250,000 in any one period of insurance.

If OUR liability under any item of this Policy other than this clause is reduced by the application of any of the terms and conditions of this Policy then OUR liability under this clause in respect of any such item will be reduced in like proportion

5. Joint Insured

the contracting parties and others named therein as Joint Insured by US as if they were YOU as necessary to comply with the terms of any contractual agreement

6. Sink Holes

loss, cost or expense incurred by you due to damage to the buildings caused by the sudden and unexpected opening up of a depression or hole in the ground caused by the collapse of the surface layer excluding damage:

- a) arising from the movement of made up ground or fill material
- b) arising from fracking activities
- c) arising from ongoing subterranean human activity
- d) arising from construction activities at the premises
- e) predating or in evidence at the start of the period of insurance.

We will not pay:

- i) more than £10,000 any one claim
- ii) the excess as shown in your schedule

7. Temporary Removal

your property otherwise insured under this Section within the territorial limits whilst temporarily removed from the premises for cleaning, renovation, repair or similar purposes.

We will not pay:

- a) more than £2,500 any one claim
- b) for property more specifically insured.

Conditions applicable to Section 1

1. Automatic Fire Alarm Installation

Where an automatic fire alarm installation is installed and YOUR responsibility YOU must:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defects
- b) carry out the maintenance procedures specified by the manufacturers of the equipment
- c) notify US immediately of any disconnection or failure likely to leave any area unprotected for more than 12 hours
- d) record details of all events such as alarms, faults, tests, maintenance and misconnections and keep them in case WE wish to examine them.

2. Contribution

If any other insurance covers the same damage we will not pay more than OUR rateable proportion of any claim.

3. Intruder Alarm Protection

Any intruder alarm system(s) for which YOU are responsible must be:

- a) installed in accordance with the installer's specification. No alteration or variation of the system(s) or any structural alteration to the buildings which would affect the system(s) may be made without OUR written consent
- b) kept in full and efficient working order at all times and serviced under a maintenance contract
- c) tested and set whenever the alarmed part of the buildings is closed or not attended by YOU or by any person YOU have authorised to be responsible for the security of the buildings.

YOU must tell US immediately if YOU receive a notice from the:

- i) police or a security organisation saying that the system(s) signals will be disregarded or their response downgraded
- ii) Local Authority or a Magistrate of any requirement imposed under the Environmental Protection Act or other legislation which requires modification of the system(s).



4. Unoccupied Buildings

If UNOCCUPIED BUILDINGS are covered under this Section you must:

- a) turn off all mains services (except the electricity supply to maintain any fire or intruder alarm system) and completely drain the water system
- or
- during the period 1 October to 1 April each year keep any central heating systems working at a minimum temperature of 5°C
- b) inspect the building internally and externally and remove waste at intervals of no more than 7 days
- c) take reasonable steps to prevent accumulations of mail
- d) secure the building against unlawful entry by closing and locking doors and windows and setting any security and alarm systems
- e) pay the first £500 of each claim for damage to UNOCCUPIED BUILDINGS due to malicious persons, storm, flood, water damage, theft or accidental damage.

Note: Please also see the General Conditions Section of this Policy

Provisions applicable to Section 1

1. Automatic Reinstatement following Loss

The DECLARED VALUE of any item will not be reduced by the amount of any claim provided that:

- a) You pay the appropriate premium to reinstate the DECLARED VALUE from the date of the loss
- b) You undertake to implement without delay any additional protections which we may require for the further security of the buildings
- c) You or we have not given written notice to the contrary.

2. 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.

3. Fire Extinguishing Appliances

Fire extinguishing appliances must be inspected regularly and any defects must be promptly remedied.

4. Inflation Protection

Unless you give us written notice to the contrary, we will adjust the DECLARED VALUE at each renewal of this Policy in accordance with the Royal Institution of Chartered Surveyors Home Rebuilding Cost Index and calculate the annual premium on the adjusted DECLARED VALUE.

5. Mortgagees and Lessors

Any increase in the risk of damage due to any act or neglect of any mortgagor, leaseholder, lessee or occupier of any buildings will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and we are notified immediately they become aware of the increase in risk and pay any additional premium.

6. Other Interests

The interest of any freeholder, mortgagee, lessor, heritable creditor 'Primo Loco' or 'Secundo Loco' or similar party is noted. The nature and extent of such additional interests must be disclosed immediately following damage which is the subject of any claim.

7. Non Invalidation

This insurance will not be invalidated by anything which increases the risk of damage provided that:

- a) it is without your authority or knowledge or beyond your control
- b) you tell us as soon as you become aware of the increased risk of damage
- c) you pay any additional premium.

8. Parent and Subsidiary Company/Subrogation Waiver

If there is a claim we will waive our rights of subrogation against any Company which is a Parent of or Subsidiary to you or any Company which is a Subsidiary of a Parent Company of which you are a Subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order.

9. Repairs and Alterations

Repairs or minor structural alterations may be made to the buildings without affecting the insurance under this Section.



10. Security Protections

All devices for the protection of the buildings must be kept in good working order.

11. Seventy Two Hour Clause

It is agreed that all Claims arising separately by Insured Perils 5. Earthquake or 8. Storm or Flood if insured hereby occurring within each and every separate period of 72 hours during the currency of this Policy will be deemed to be one Claim in determining the application of any EXCESS amount applicable hereunder.

12. Tenant's Subrogation Waiver

Following damage to any buildings insured we will waive any rights, remedies or relief to which we may become entitled by subrogation against any tenant of the buildings provided that:

- a) the damage did not result from a criminal, fraudulent or malicious act of the tenant
- b) the tenant contributes to the cost of insuring the buildings against the peril which caused the damage.

Insured Perils (applicable only if shown as insured in the Schedule)

1. Fire, Smoke, Lightning and Explosion

- a) Fire
- b) Smoke but excluding any gradually operating cause
- c) Lightning and/or thunderbolt
- d) Explosion.

2. Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

3. Riot, Civil Commotion, Strikers and Locked out Workers

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

4. Malicious Persons

Malicious persons excluding damage:

- a) caused by you, your officers, or an employee
- b) caused by a resident to the portion of the buildings in which they reside.

5. Earthquake

Earthquake.

6. Subterranean fire

Subterranean Fire.

7. Spontaneous Fermentation/Heating

Fire only, resulting from the buildings' own spontaneous fermentation or heating.

8. Storm or Flood

Storm or flood excluding damage:

- a) attributable solely to change in the water-table level
- b) caused by frost, subsidence, ground heave or landslip.

9. Water Damage

Escape of water from or freezing of water in any fixed water installation.

10. Impact

Impact by any road vehicle or animal or train excluding damage by insects or pets.

11. Escape Of Oil

Escape of oil from a fixed oil-fired heating installation.

12. Breakage or Collapse of Communication Aerials

Breakage or collapse of communication aerial.



13. Theft

Theft or attempted theft excluding damage:

- a) due to you, your officers, or an employee
- b) caused by a resident to the portion of the buildings in which they reside
- c) to contents of common parts and RESIDENTIAL CONTENTS unless there has been forcible and violent entry to or exit from the buildings.

14. Subsidence

Subsidence or ground heave of any part of the site on which the buildings stand, or landslip excluding damage:

- a) to private garages, yards, forecourts, car parks, roads, pavements, posts, hardcourts, patios, terraces, walls, gates, fences, garden landscaping and paving, trees and plants unless there is damage to the other portions of the buildings at the same time
- b) caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c) caused by the movement of solid floor slabs unless the foundations beneath the external walls of the buildings are damaged at the same time and from the same cause
- d) which originated prior to the inception of this cover
- e) resulting from:
 - i) demolition, construction, structural alteration or repair of any property or
 - ii) groundworks or excavationat the premises.

15. Accidental Damage

Accidental damage excluding:

- a) damage due to or excluded under any other Insured Peril whether shown as operative on the Policy Schedule or not
- b) damage due to or consisting of:
 - i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water-table, faulty or defective design or materials
 - ii) faulty or defective workmanship, operational error or omission on YOUR part or the part of any officer, employee or residentbut this will not exclude subsequent damage which itself results from a cause not otherwise excluded
- c) damage due to or consisting of:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insects, marring or scratching
 - ii) change in temperature, colour, flavour, texture or finish.
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originatesbut this will not exclude subsequent damage to buildings which itself results from a cause not otherwise excluded
- d) damage due to disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) damage to buildings or structures in course of construction or erection and materials or supplies connected with them
- f) the cost of maintenance or routine decoration
- g) damage to garden landscaping and paving, trees and plants.



Exclusions

This Section does not cover:

1. Building Collapse/Cracking

damage to the buildings due to the structure's own collapse or cracking

2. Consequential Loss

consequential loss of any kind or description other than as specifically provided for in this Section

3. Electrical Plant

damage to electrical plant, apparatus or fittings directly caused by its own over-running, short circuiting, excessive pressure or self-heating. This Exclusion does not apply to damage to any other part of the plant or appliances or other property caused by the spread of fire

4. Electronic Risks

a) damage to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such damage is caused by virus or similar mechanism or hacking or denial of service attack

b) loss of RENT, cost of comparable alternative accommodation or other cost or expense due to virus or similar mechanism or hacking or denial of service attack.

but this shall not exclude damage or loss of RENT, cost of comparable alternative accommodation or other cost or expense not otherwise excluded which results from Insured Perils 1 to 14 but excluding the acts of malicious persons which do not involve physical force or violence.

5. Insured Perils Excess

the excess shown in the Schedule, applied separately to each loss at each separate premises

6. Northern Ireland Civil Commotion

in Northern Ireland, damage due to civil commotion

7. Pollution/Contamination

damage or any cost, expense or consequential loss due to pollution or contamination except:

- i) where the pollution or contamination results from an Insured Peril other than Insured Perils 11, 14 and 15
- ii) where an Insured Peril results from pollution or contamination other than Insured Perils 11, 14 and 15

8. Property More Specifically Insured

property more specifically insured by you or on your behalf

9. Terrorism

damage due to TERRORISM.

In any action, suit or other proceedings where we allege that by reason of this exclusion damage is not covered under this Section the burden of proving that such damage is covered is upon you.



Section 2 – Property Owners’ Liability

Special Definition

Wherever the following word appears in capital letters within this Section, it will have the same defined special meaning attributed to it.

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.

POLLUTION OR CONTAMINATION

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all damage or injury due to such pollution or contamination.

Cover

We will pay damages and claimants’ costs and expenses for which YOU are legally liable in respect of:

- a) accidental injury to any person (other than an employee)
- b) accidental damage to property which is neither owned by, nor in the custody or control of:
 - i) you
 - ii) any of your officers or employees
 - iii) any other party claiming indemnity
- c) accidental damage to:
 - i) personal effects including motor vehicles and their contents belonging to YOUR guests or any guests of your officers or employees whilst the personal effects are in YOUR custody or control or the custody or control of your officers or employees
 - ii) buildings, including their fixtures and fittings which YOU lease, hire or rent excluding:
 - 1) damage to their contents
 - 2) liability which YOU have assumed solely because of a tenancy or other agreement
 - 3) the first £100 of each claim for damage unless the damage is caused by fire or explosion
- d) unlawful arrest

occurring during the Period of Insurance and within the geographical limits and caused in connection with the business in respect of the premises.

Extensions

We will also insure under the terms and covers applying to this Section:

1. Corporate Manslaughter and Corporate Homicide Act 2007

your legal costs and expenses incurred with OUR prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business and which relates to any event involving injury which is or may be the subject of indemnity under this Section.

Provided always that:

- a) the most we will pay is £5,000,000 in any one Period of Insurance or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule
- b) this Extension will only apply to proceedings brought in the territorial limits
- c) WE must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of YOU
- d) YOU will give to US immediate notice of any summons or other process served upon YOU which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) we will not pay:



- i) where YOU have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
- ii) in respect of fines or penalties of any kind
- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
- iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where WE have already indemnified YOU in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at OUR liability payable under this Extension.

2. Data Protection

legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

The most WE will pay is £250,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the Schedule.

We will not pay for:

- i) fines, penalties, liquidated, punitive or exemplary damages
- ii) the costs of notifying any person regarding loss of personal data
- iii) the cost of replacing, reinstating, rectifying or erasing any personal data
- iv) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by YOU.

3. Defective Premises Act

liability which YOU incur under Section 3 of the Defective Premises Act 1972 and Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from injury or damage occurring within 7 years from the cancellation or expiry of this Section of the Policy provided:

- a) we will not pay for the cost of remedying any defect or alleged defect in any premises
- b) YOU are not entitled to indemnity under any other Policy
- c) the premises were insured by this Policy before its cancellation or expiry.

4. Extended Indemnity

liability which YOU and no other party incur for a pecuniary loss, cost or expense incurred by any party other than YOU or YOUR officers or employees as a direct result of:

- a) sudden, identifiable and unexpected escape or discharge of any substance or gas from any premises
- b) stoppage of or interference with pedestrian, vehicular, rail, air or waterborne traffic
- c) nuisance, trespass or interference with any right of air, light, water or way occurring within the territorial limits and caused in connection with the business other than by goods.

5. Loading/Unloading

liability which YOU incur in respect of injury or damage to property during loading or unloading of any motor vehicle or the bringing to or taking away of a load from that vehicle, provided YOU are not entitled to indemnity under any other Policy.

6. Tenants' Liability

WE will also insure under the terms and covers applying to Section 2 provided WE have accepted there is a valid claim and at YOUR request any tenant of furnished accommodation let by YOU in respect of the liability of the tenant as occupier of such accommodation. WE will not pay more than the Limit of Liability stated in the Schedule in respect of any one claim.



Exclusions

This Section does not apply to or include:

1 Airside Risks

Damages, costs and expenses incurred due to ownership or operation of any aircraft landing or airside facility

2 Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives

3 Contractual liability

damages, costs and expenses incurred solely because of a contract or agreement

4 Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives DATA.

This Exclusion is not applicable to the indemnity provided by Extension 2 – Data Protection

5 Defective Work

loss of or damage to that part of any property upon which YOU or any servant or agent of YOURS is or has been working where the loss or damage is the direct result of such work

6 Demolition, Erection and Alteration

damages, costs and expenses incurred due to demolition, erection or structural alteration of or addition to new or existing buildings

7 Foreign Operations

any associated or subsidiary company of YOURS or branch office or representative of YOURS with power of attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

8 Goods

damages, costs and expenses incurred due to goods. This exclusion will not apply to buildings or land in respect of the insurance provided under Extension 3 – Defective Premises Act

9 Liquidated or Punitive Damages

- a) liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
- b) aggravated, exemplary, vindictive or punitive damages awarded by any court of law outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

10 Motor

any indemnity in respect of any liability for which compulsory motor insurance or security is required under road traffic legislation

11 Other Business

damages, costs and expenses incurred due to YOUR pursuit or exercise of any trade, calling or profession other than the business

12 Pollution or Contamination

damages, costs and expenses incurred due to POLLUTION OR CONTAMINATION other than caused by a sudden, identifiable and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All POLLUTION OR CONTAMINATION arising out of one incident will be deemed to have occurred at the time the incident takes place

13 Professional Advice

liability arising out of professional advice given by YOU for a fee or in circumstances where a fee would normally be charged

14 Replacing, Repairing or Guaranteeing Goods

replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any goods

15 Vessels and Craft

liability arising from the ownership or possession or use by YOU or on YOUR behalf of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.



Limits of Liability

The Limits of Liability shown in the Schedule are OUR monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one CLAIM except for:

- a) claims due to the sale or supply of goods
- b) claims for pollution or contamination
- c) extended indemnity

where the Limits of Liability shown apply in the aggregate in any one Period of Insurance but in no circumstances will we pay more than £2,000,000 in respect of CLAIMS for pollution or contamination or extended indemnity due to incidents in any Period of Insurance.

Where you become liable to pay a sum above the Limits of Liability in respect of a claim, we will pay only the proportion of costs and expenses that the Limits of Liability bear to YOUR total liability. The costs and expenses will not be proportionately reduced in respect of claims for injury to any employee.





Section 3 – Employers' Liability

Special Definition

Wherever the following words appear in capital letters within this Section they will have the same defined special meaning attributed to them.

TERRORISM

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Cover

We will pay damages and claimants' costs and expenses for which you are legally liable in respect of accidental injury to any employee, occurring during the Period of Insurance and within the geographical limits in the course of their employment or engagement in the business.

Extensions

We will also insure under the terms and covers applying to this Section:

1. Corporate Manslaughter and Corporate Homicide Act 2007

your legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business and which relates to any event involving injury which is or may be the subject of indemnity under this Section.

Provided always that:

- a) the most we will pay is £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule
- b) this Extension will only apply to proceedings brought in the territorial limits
- c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you
- d) you will give to us immediate notice of any summons or other process served upon you which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) we will not pay:
 - i) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where we have already indemnified you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at our liability payable under this Extension.



2. Injury to Partner or Proprietor

an injury to you or your partner in the same way we would treat an injury to an employee.

Provided that:

- a) the injury occurs whilst you or your partner is engaged in connection with the business
- b) the injury is caused by another partner or by an employee whilst engaged in connection with the business
- c) you or your injured partner has a valid right of action against the party responsible for such injury.

Provisions

1. Employers Liability Recovery

You must repay to us all sums which we pay solely due to the provisions of any law relating to the compulsory insurance of liability to employees in the territorial limits.

2. Terrorism Limitation

The Limit of Liability payable under this Section in respect of any claim due to TERRORISM is £5,000,000.

Exclusions

We will not pay damages, costs and expenses incurred:

Motor Vehicles

due to injury:

to any employee when the employee is:

- a) carried in or upon any motor vehicle
- b) entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security.

This exclusion does not apply to injury to any employee who at the time the injury occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided there is no other insurance covering the injury

Others

arising from:

- a) tree felling or lopping
- b) window cleaning, painting or similar operations carried out from cradles and/or hoists
- c) the provision of, erection of, dismantling of or work from scaffolding
- d) demolition, erection or structural alteration of or addition to new or existing buildings
- e) your pursuit or exercise of any trade, calling or profession other than the business.

Limits of Liability

The Limits of Liability shown in the Schedule are our monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one claim.

Note: Please also see the General Exclusions Section of this Policy.

Please Note: Condition(s) and further Additional Cover, Provisions and Exclusions applicable to this Section are shown on the following pages.



Sections 2 and 3 – Additional Cover, Extensions, Provisions, Condition(s) and Exclusions

The following Additional Cover, Extensions, Provisions, Condition(s) and Exclusions are applicable in addition to any indicated under Sections 2 and 3 individually.

Provided that:

- a) any person entitled to cover under the terms of Sections 2 and/or 3 satisfies the terms and conditions of this Policy so far as they can apply
- b) we have the sole conduct and control of any claim.

Additional Cover

In addition to the total amount we pay for any claim which we have accepted as valid under Sections 2 and 3 we will also pay

1. Additional Costs and Fees

- a) legal fees for representation at any coroner's inquest, fatal injury inquiry or proceedings in any court of summary jurisdiction or similar court of inquiry in the country of jurisdiction
- b) other costs and expenses which YOU incur with OUR written consent.

2. Compensation for Court Appearance

£100 per day whilst you or any of your officers, or £50 per day whilst any of your employees, attends a court as a witness at our request in connection with a claim under this Section.

3. Legal Defence Costs

legal costs and expenses which you incur with our written consent or, at your request, which any of your officers or employees incur in the defence of a prosecution (including an appeal against a conviction) for an alleged or actual breach of the following legislation during the Period of Insurance in the course of the business:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) Part II of the Consumer Protection Act 1987
- c) The Food Safety Act 1990.

We will not pay for:

- i) proceedings brought outside the territorial limits
- ii) costs, expenses or reimbursements arising in connection with:
 - 1) any order made under Section 16, 17 or 35 of the Consumer Protection Act 1987
 - 2) any order made under Section 9 or resulting from Regulations as to charges under Section 45 of the Food Safety Act 1990.

Extensions

We will also insure under the terms and covers applying to Sections 2 and 3 providing we have accepted there is a valid claim:

1. Indemnity to Officers and Employees

at your request:

- a) any of your officers or employees:
 - i) where you would have been entitled to cover if the claim had been made against you
 - ii) in respect of private work carried out with your consent for an officer or employee by an employee
- b) any officer, member or employee of catering, social, sports and welfare organisations, security, ambulance, fire and first aid services.

2. Principal's Indemnity

any principal but only to the extent required by your contract or agreement with them.

3. Personal Representatives

the legal personal representative of any person who is entitled to cover under Sections 2 and/or 3 but only in respect of liability incurred by the person whom they are representing.



4. Acquisitions

liability incurred by a subsidiary company which YOU founded or acquired after the inception date of this Policy provided:

- a) we will be liable only for amounts in excess of the Limits of Liability of any valid Liability insurance effected by or on behalf of the subsidiary company
- b) YOU notify US of the foundation or acquisition of subsidiary companies as soon as reasonably practicable and within three calendar months of the date of their foundation or acquisition
- c) the business of such subsidiary companies is materially the same as the business stated in the Schedule.

For the purposes of this cover a subsidiary company is a company registered in the territorial limits and conforming to the definition of a subsidiary company in the Companies Act 1985.

5. Cross Liabilities

each party comprising YOU as though a separate Policy had been issued to each of them. The total amount for which we will be liable to all such parties including YOU will not exceed in the aggregate the Limit of Liability shown in the Schedule.

Provisions

1. Adjustments

Where any premium is calculated on estimates YOU must declare to US any information required for the expired Period of Insurance and pay any additional premium.

2. Company Registration

We will only insure YOU under Sections 2 and/or 3 if you are registered in the territorial limits.

Condition(s)

1. Contribution

If at the time of any occurrence or claim there is any other insurance applicable to such occurrence or claim we will not be liable under Sections 2 and/or 3 of this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected.

Exclusions

1. North America

We will not be liable under this Policy in respect of any liability due to:

- a) any goods knowingly sold or supplied by YOU for delivery or use
- b) any claim made or brought
- c) injury, wrongful arrest or damage to property occurring in the United States of America or Canada

2. Offshore Work

We will not pay any amount in respect of injury or damage to property due to work on, or visit or travel to or from any offshore structure by you, your officers or your employees, or any other party engaged by YOU or on YOUR behalf.



Section 4 – Terrorism Extension

Applicable only if stated in the Schedule to be operative.

Definitions

Act of Terrorism

Any act or 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.

Computer System

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

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 the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking

Unauthorised access to any Computer System whether YOUR property or not.

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 intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

A) In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted Tribunal

this Section of the Policy shall provide cover for:

- i) damage to property described in the Schedule insured under Section I (for the purposes of Section 4 termed 'DAMAGE') and/or
- ii) loss of RENT and/or cost of alternative accommodation insured under Section I (for the purposes of Section 4 termed 'CONSEQUENTIAL LOSS') provided you have effected such cover with US under Section 4

proximately caused by such Act of Terrorism provided that:

- 1) such DAMAGE and/or CONSEQUENTIAL LOSS occurs in England including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- 2) in any action, suit or other proceedings where we allege that any damage or loss resulting from damage is not covered by this Section the burden of proving that such damage or loss is covered shall fall upon you
- 3) the insurance effected by this Section excludes:

A) any losses whatsoever:

- a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - i) damage to or the destruction of any Computer System; or
 - ii) 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, Hacking, Phishing or Denial of Service Attack



Proviso to exclusion 3) A) b)

save that Covered Loss otherwise falling within this exclusion 3) A) b) will not be treated as excluded by exclusion 3) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
 - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
 - 2) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
 - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

iv) for the purposes of this Proviso

1) The meaning of 'Property' shall exclude:

A) any money (including MONEY as defined under Section 1), 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

2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism.

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 sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this Section.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section

B) any type of property which has been specifically excluded in this Policy

C) any nuclear installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such nuclear installation or nuclear reactor.

4) Save for the exclusions listed in paragraph 3) above no other exclusions in the Policy shall apply to the insurance effected by part A. of this Section. All the other terms, definitions and conditions of the Policy (including but not limited to any excess or deductible to be borne by **you**) shall apply to the insurance effected by part A of this Section except for:

A) any Long Term Undertaking applying to the Policy

B) any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during Period of Insurance

C) any extension of premises to locations outside England and Wales and Scotland.

B) In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence in the territories described in paragraph A) proviso 1) of this Section to have been an Act of Terrorism, and such refusal is upheld by the decision of a validly constituted Tribunal, this Section will delete the TERRORISM exclusion under Section 1 of this Policy in respect of such event or occurrence.

C) This Section will delete the TERRORISM exclusion under Section 1 of this Policy in respect of any event or occurrence in the Isle of Man or Channel Islands but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 (Isle of Man) Order 1991, Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002.

Provided always that in respect of B) and C) above all other terms, definitions, exclusions, provisions and conditions of this Policy shall apply.



General exclusions

Applicable to all Sections other than Section 3 – Employers' Liability

This Policy does not cover:

1 Communicable Diseases

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a communicable disease; or
- b) the fear or threat (whether actual or perceived) of a communicable disease

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

This exclusion does not however apply to the following:

- i) Section 1 – Material damage – in respect of and only to the extent of cover expressly stated as being provided under the additional cover titled Legionellosis and Named Diseases, Murder, Suicide or Rape
- ii) Section 2 – Property owners' liability – in respect of food or drink poisoning

2 Date Related Performance and Functionality

the failure of any computer or other equipment or system for processing storing or retrieving data, whether the property of YOU or not, to:

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

but in respect of Section 1 this will not exclude subsequent damage, loss of RENT, cost of comparable alternative accommodation or other consequential loss, fees or expenses not otherwise excluded which is itself due to Insured Perils 1-10 described under Section 1.

3 Nuclear and War Risks, Government or Public Authority and Sonic Bangs

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.



General conditions

1 Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.

2 Cancellation

We may cancel this Policy by sending a Recorded Delivery letter to your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland).

We will give you the following notice:

- a) 7 days in the event of non-payment of an instalment premium on its due date
- b) 30 days in other circumstances.

You may be entitled to a pro rata return of premium calculated from the date of cancellation.

If you decide you do not want to accept this Policy, or any subsequent renewal of it, please tell us (or your broker or insurance intermediary) within 14 days of receiving this Policy or renewal notice. We may at our discretion, charge you for the time you have been on cover, including insurance premium tax.

3 Change in Circumstances

You must notify us as soon as possible during the Period of Insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of the Fair Presentation of the Risk condition but only with effect from the date of the change in circumstances or material facts.

4 Fair Presentation of the Risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at your request you must:
 - i) where you have taken out this Policy for purposes which are wholly or mainly related to your trade, business or profession, disclose to us all material facts in a clear and accessible manner and not misrepresent any material facts; and
 - ii) where you have taken out this Policy for purposes which are wholly or mainly unrelated to your trade, business or profession, take reasonable care not to misrepresent any material facts.
- b) If you do not comply with clause a) of this condition we may:
 - i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
 - ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
- c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what we would have done if the Insurers had known about the facts which you failed to disclose or misrepresented:
 - i) if we would not have provided you with any cover we will have the option to:
 - 1) avoid the Policy which means that we will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
 - ii) if we would have applied different terms to the cover we will have the option to treat this Policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.
- d) Where this Policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.



Provided always that if the person concerned or YOU acting on their behalf makes a careless misrepresentation of fact WE may invoke the remedies available to US under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

5 Fraudulent Claims

If YOU or anyone acting on YOUR behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which YOU or anyone acting on YOUR behalf or in connivance with YOU deliberately caused; or
- e) realises after submitting what YOU reasonably believed was a genuine claim under this Policy and then fails to tell US that you have not suffered any loss or damage; or
- f) suppresses information which you know would otherwise enable US to refuse to pay a claim under this Policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that WE have already paid in respect of the claim.

We may also notify YOU that we will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If we terminate this Policy under this condition YOU will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of YOU this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

6 Reasonable Precautions

You must:

- a) ensure all reasonable precautions are taken to prevent or minimise damage, accident, injury, financial loss or other loss
- b) make every effort to comply with any statutory requirements and other safety regulations imposed by any authority
- c) keep a complete set of accounts
- d) take up references before entrusting property to a new employee.

7 Sanctions

Notwithstanding any other terms of this Policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to YOU or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of YOURS would violate any applicable trade or economic sanctions law or regulation.



Claims conditions

1 Claims Procedure

If there is damage to property, loss of RENT, accident, injury or other loss which may give rise to a claim or on receiving verbal or written notice of any claim YOU must:

Notification

- a) notify US immediately
- b) notify the police immediately if damage is caused by malicious persons, theft or unexplained loss

Full Details

- c) provide US with, at YOUR expense:
 - i) full written information about the loss and any evidence or assistance WE require including details of any other insurance covering the loss. If damage is caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances full information must be provided within 7 days
 - ii) a statutory declaration of the truth of the claim and of any matters connected with it if WE ask YOU to

Summonses or Other Documents

- d) notify US immediately of any writ, summons, process or other document.

YOU must not negotiate, pay, settle, admit or repudiate liability or claim without OUR written consent.

2 Loss of Market Value

- a) If YOU decide not to repair or rebuild the buildings we will pay to you the reduction in the market value of the buildings immediately following the damage but not exceeding:
 - i) the amount which would have been payable had the buildings been repaired or rebuilt
 - ii) its sum insured
- b) If as a result of damage insured hereby YOU are required to rebuild or reinstate the buildings in a manner different from that immediately before the damage solely to comply with European Union legislation, statutory or local authority requirements and as a result there is a reduction in market value thereof we will pay:
 - i) the cost of repairing or reinstating the buildings; and
 - ii) a cash settlement representing the reduction in market value; and
 - iii) any capital sums payable to any lessees under the terms of the lease or otherwise in consequence of such European Union legislation, statutory or local authority requirements

so that the total payment made is no greater than £100,000 in excess of the amount that would have been payable had the buildings been repaired or reinstated in an identical manner to their condition immediately before the damage or the sum insured whichever is the lesser.

3 Our Rights

We will:

- a) be entitled to take over the defence or settlement of any claim made upon YOU by any other party and YOU will give all assistance as may be reasonably required by US
- b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the property insured and to deal with the salvage in a reasonable manner but the Insured will not be entitled to abandon any property to US
- c) be entitled to take benefit of any rights of US against any other party before or after WE have received indemnification under this Policy and YOU will give all assistance as may be reasonably required by US
- d) at any time pay:
 - i) the Limit of Indemnity shown in the Schedule (after deduction of any amount already paid); or
 - ii) any lesser amount for which the claim can be settled.

We may then relinquish the conduct and control and be under no further liability for the claim except for the payment of costs or expenses incurred with OUR consent prior to the date of such payment.

4 Reinstatement/Replacement of Property

If we decide to reinstate or replace any property YOU must at YOUR own expense provide all such plans, documents, books and information as may be reasonably required. We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not be bound to expend in respect of any one Item more than its sum insured or in total the limit shown in the Schedule.



Zurich Insurance Company Ltd

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