

Your Residential Property Owners Insurance Policy

Arranged by Alan Boswell Insurance Brokers Limited

Introduction

Thank You for choosing Us as Your insurer.

This is Your Residential Property Owners policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact. If after reading Your policy You have any questions, please contact Your insurance adviser.

Contents

This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are Insured under and gives precise details of Your Insurance protection.

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Contact Details for Claims and Help

Services	<p>As an Aviva customer, You can access additional services to help You keep Your business running smoothly. Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.</p> <p>For Our joint protection telephone calls may be recorded and/or monitored.</p>
Claims Helpline 0800 015 1498	<p>A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.</p>
Legal and Tax Helpline 0345 300 1899	<p>Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.</p>
Risk Solutions Helpline 0345 366 66 66	<p>Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry as quickly as we can.</p> <p>This service is available during office hours with an answering service outside these times.</p>
Counselling Service Helpline 0117 934 0105	<p>This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.</p> <p>This service is available during office hours with an answering service outside these times.</p>
Cut Red Tape	<p>To help business-owners stay on top of the constant challenge of running their business, Cut Red Tape (powered by DAS Businesslaw) is a service built specifically to help businesses stay on top of employing staff and debts (including debt recovery), as well as providing tools that business owners can use to quickly produce essential business documents such as data protection, modern slavery and health and safety policies.</p> <p>Visit www.cutredtape.co.uk to find out more and register using CRTAVIVA as the voucher code.</p>

Complaints Procedure

What to do if You are unhappy	If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser.
What will happen if You complain to Aviva	<p>If we are unable to resolve your concerns quickly, we will:</p> <ul style="list-style-type: none">■ Acknowledge your complaint promptly.■ Assign a dedicated complaint expert who will review your complaint.■ Carry out a thorough and impartial investigation.■ Keep you updated of the progress.■ Do everything we can to resolve things as quickly as possible.■ Provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible. <p>Where we have been unable to resolve your concerns or have been unable to resolve your complaint within eight weeks, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.</p> <p>You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk, where you will find further information.</p>

Important Information

Cancelling Your Policy	<p>If you are an individual, sole trader or partnership, you have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later.</p> <p>If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover. To cover our administration costs we will also charge a fee of up to £15 including Insurance Premium Tax at the appropriate rate, if applicable.</p> <p>To cancel, please contact your Insurance Adviser, Alan Boswell Group by one of the following methods: Telephone: 01603 216399 Fax: 01603 218071 In Writing: Prospect House, Rouen Road, Norwich, Norfolk NR1 1RE Email: landlords@alanboswell.com</p> <p>If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.</p> <p>For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet.</p>
Choice of Law	<p>The appropriate law as set out below will apply unless You and the insurer agree otherwise:</p> <ol style="list-style-type: none">(1) The law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or(2) In the case of a business, the law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man where it has its principal place of business; or(3) Should neither of the above be applicable, the law of England and Wales will apply.
Use of Language	All communications relating to this contract will be in English.
Customers with Disabilities	All documentation is also available in large print, audio and Braille. If you require any of these formats please contact Your insurance adviser.
Financial Services Compensation Scheme	Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- Your policy wording;
- the information contained on proposal form/Statement of Fact document issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading “Important Information” which We give You when You take out or renew Your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

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

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

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

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy e.g. Employee, except for headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Computer and Electronic Equipment	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
Condition Precedent	A condition which must be complied with before We are to be liable for a claim.
Contents of Communal Areas	<div><div>(1) Furniture, furnishings and gardening equipment other than Valuables belonging to You or for which You are responsible whilst contained within the Residential Building or within any office but not within any Residential Unit.</div><div>(2) Garden furniture in the open or within the Residential Building.</div></div>
Contents of Residential Units	<div><div>(1) Domestic furniture and furnishings other than Valuables belonging to You for which You are responsible whilst contained in any Residential Unit.</div><div>(2) Landlords fixtures and fittings for which You are legally responsible as defined in the lease.</div></div>
Cyber Vandal	The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.
Data	<div>All information which is</div> <div><div>(1) electronically stored, or</div><div>(2) electronically represented, or</div><div>(3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,</div></div> <div>including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.</div>
Data Storage Materials	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
Denial of Service Attack	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or nongenuine traffic within, between or amongst networks.
Employee	<div>Any person who is</div> <div><div>(1) under a contract of service or apprenticeship with You</div><div>(2) borrowed by or hired to You</div><div>(3) a labour master or supplied by a labour master</div><div>(4) employed by labour only sub-contractors</div><div>(5) self-employed</div><div>(6) under a work experience or training scheme</div><div>(7) regarded as being in Your employment under the terms of any contract or agreement</div><div>(8) a voluntary helper while working under Your control in connection with The Business</div><div>(9) an outworker or home worker when engaged in work on Your behalf.</div></div>

Excess/Excesses	The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.
Failure	Any partial or complete reduction in the <ol style="list-style-type: none"> (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, of any <ol style="list-style-type: none"> (a) Computer and Electronic Equipment, (b) electronic means of communication, (c) website.
Loss of Data	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
Malicious Contingency	<ol style="list-style-type: none"> (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. (2) malicious persons other than thieves and Cyber Vandals.
Money	Current <ol style="list-style-type: none"> (1) coin, bank and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
Period of Insurance	From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.
Property Insured	Property Insured as detailed in the Schedule.
Resident	The owner, tenant or lessee of any Residential Unit and any member of his/her family permanently residing with him/her.
Residential Building	The building belonging to You or for which You are responsible, all within The Premises including: <ol style="list-style-type: none"> (1) landlord's fixtures and fittings including floor coverings, curtains, blinds and domestic white goods (2) domestic outbuildings and garages (3) swimming pools and hard tennis courts (4) terraces, patios, driveways, footpaths, walls, fences, gates and hedges (5) interior decorations (6) telecommunications aerials, aerial fittings, masts, and closed circuit television (CCTV) (7) car parks, cess pits, septic tanks (8) squash courts, gymnasias used by Residents for domestic and leisure purposes (9) street furniture and lamp posts (10) solar panels and wind turbines attached the building (11) underground pipes, cables and wires
Residential Unit	Any individual self contained living area within any Residential Building.

Schedule	The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.
Specified Contingency	<ul style="list-style-type: none"> (1) Fire (2) Lightning (3) Explosion (4) Aircraft and other aerial devices or articles dropped from them (5) Earthquake (6) Storm or flood (7) Escape of water from any tank apparatus or pipe (8) Falling trees (9) Impact (10) Escape of fuel from any fixed oil heating installation.
The Business	Activities directly connected with The Business described in the statement of fact and specified in the Schedule including the routine repair, maintenance and decoration of the Residential Building or the Residential Unit.
The Premises	The Premises as stated in the statement of fact and specified in the Schedule.
Unoccupied	If any Residential Building or Residential Unit is not being lived in by anyone with Your permission for more than 90 consecutive days.
Valuables	Items composed of precious metals or precious stones, jewellery, watches, furs, curios, works of art and Money.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
We/Us/Our	Aviva Insurance Limited.
You/Your/Policyholder	The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

Asset Protection - Property Damage

Definitions	<p>(Also refer to the Policy Definitions at the front of this policy booklet.)</p> <p>The following definitions apply to this section and shall keep the same meaning wherever they appear in the section.</p>
Bodily Injury	Bodily injury by violent and visible means, which directly and independently of any other cause, results in death or disablement.
Damage	Loss, destruction or damage.
Insured Person	You or Your directors. Partners or employees aged between 16 and 65.
Property Damage Excess	The amount shown in the Schedule which We will deduct from each and every claim at each separate premises.
Cover	<p>We will provide indemnity in respect of Damage caused by the following Contingencies to the items specified in the Schedule.</p> <p>We will not indemnify You in respect of the Property Damage Excess.</p>
Contingencies	<p>(1) Fire.</p> <p>(2) Lightning.</p> <p>(3) Earthquake.</p> <p>(4) Explosion.</p> <p>(5) (a) aircraft</p> <p>(b) other aerial devices</p> <p>or articles dropped from them.</p> <p>(6) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances.</p> <p>(7) Malicious persons other than thieves.</p> <p>We will not indemnify You in respect of Damage to any</p> <p>(a) Unoccupied Residential Building</p> <p>(b) Unoccupied Residential Unit or</p> <p>(c) Contents of a Residential Unit whilst Unoccupied.</p> <p>(8) Storm or flood.</p> <p>We will not indemnify You in respect of Damage</p> <p>(a) due only to any change in water table level</p> <p>(b) by frost</p> <p>(c) by subsidence, ground heave or landslip</p> <p>(d) to fences, gates and hedges unless Damage to the Buildings insured at The Premises occurs at the same time.</p> <p>(9) Escape of water from any tank, apparatus or pipe.</p> <p>We will not indemnify You in respect of Damage to any</p> <p>(a) Unoccupied Residential Building</p> <p>(b) Unoccupied Residential Unit or</p> <p>(c) Contents of a Residential Unit whilst Unoccupied.</p> <p>(10) Falling trees or branches or radio/tv aerials.</p> <p>We will not indemnify You in respect of Damage caused</p> <p>(a) by subsidence, ground heave or landslip</p> <p>(b) by felling, lopping or pruning of trees</p> <p>(c) to fences, gates and hedges unless Damage to the Buildings insured at The Premises occurs at the same time.</p> <p>(11) Impact by any road vehicle, train or animal.</p> <p>(12) Leakage of oil from any fixed heating installation.</p> <p>We will not indemnify You in respect of Damage to any</p> <p>(a) Unoccupied Residential Building</p> <p>(b) Unoccupied Residential Unit or</p> <p>(c) Contents of a Residential Unit whilst Unoccupied.</p>

(13) Theft or attempted theft.

We will not indemnify You in respect of Damage

(a) caused by You or Your family or an Employee

(b) to any

- Unoccupied Residential Building
- Unoccupied Residential Unit or
- Contents of a Residential Unit whilst Unoccupied.

(c) to moveable property in the open except garden furniture up to a maximum of £500.

(14) Breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

(15) Accidental breakage of Glass and Sanitary Fixtures

(a) fixed glass in windows, doors, fanlights, sky-lights, conservatories and solar panels

(b) (i) washbasins, pedestals, baths, sinks

(ii) lavatory bowls, bidets, cisterns

(iii) shower trays, splashbacks

(c) (i) fixed glass in furniture

(ii) fixed glass in mirrors

(iii) glass in shelves

(iv) ceramic hobs and cooker tops

(v) free standing ceramic hobs and cooker tops where Contents of Residential Units are insured.

(1) We will not indemnify You for breakage in any Unoccupied Residential Building or Unoccupied Residential Unit.

(2) We will not indemnify You for breakage

(a) resulting from corrosion, wear and tear and depreciation

(b) scratching

(c) in transit or while being fitted

(d) caused by workmen carrying out alterations or repairs to The Premises.

(16) Subsidence of, or ground heave of the site on which the Residential Building stands or landslip.

We will not indemnify You in respect of

(a) Damage caused by

(i) collapse, cracking, shrinkage or settlement of any building

(ii) coastal or river erosion

(iii) defective design or inadequate construction of foundations

(iv) demolition, structural alteration or repair or ground works or alterations

(v) bedding down of new structures or settlement of newly made up ground

(b) Damage to

(i) swimming pools and/or hard tennis courts

(ii) terraces, patios, driveways, footpaths

(iii) walls, fences, gates and hedges

(iv) car parks, cesspits, septic tanks

unless there is Damage to the Residential Building or Residential Unit at the same time

(c) Damage as a result of the movement of solid floor slabs unless there is Damage to the foundations beneath the exterior walls of the Residential Building at the same time

(d) The Subsidence Excess.

(17) All other accidental damage to the Residential Building and Contents of Communal Areas.

We will not indemnify You in respect of

(a) the cost of maintenance and normal redecoration

(b) Damage caused by:

(i) ▫ gradual deterioration or wear and tear

▫ corrosion, rust, rot or fungus

▫ vermin or insects

▫ normal settlement or shrinkage

▫ domestic pets

▫ subsidence, heave or landslip

▫ pollution or contamination

(ii) faulty workmanship, defective design or the use of defective materials

(iii) any of the exclusions applying to Contingencies (1) - (16) of this Section

(iv) nipple or joint leakage or failure of welds cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only, or any associated piping

(v) mechanical or electrical breakdown

(c) Damage to any

▫ Unoccupied Residential Building,

▫ Contents of a Residential Unit whilst Unoccupied.

Clauses

The following Clauses apply to both Buildings and Contents items where insured.

1. Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

2. Capital Additions

We will indemnify You in respect of loss, destruction or damage to

(a) any newly built and/or newly acquired buildings

(b) alterations, additions and improvements to an insured building but not in respect of any appreciation in value

situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

The maximum We will pay in respect of any one location is 20% of the Residential Building Sum Insured

You must provide Us with details of these extensions as soon as possible but at least within six months and specifically insure such extensions with Us from the date Our exposure commenced and pay the appropriate additional premium.

3. Changing Locks

We will pay for the cost of changing locks at The Premises if the keys are lost from

(a) The Premises

(b) Your business premises or the business premises of any person authorised by You

(c) The home of any person authorised by You following theft or attempted theft or whilst in Your custody or that of any person authorised by You following robbery or attempted robbery.

The maximum We will pay for any one loss is £50,000.

4. Claims Settlement

Following Damage caused by any contingency insured by this Section to

(a) the Residential Building

We can choose to

(i) pay for the rebuilding or repair

or

(ii) make a monetary payment.

We will not indemnify You for any reduction in market value.

The maximum amount We will pay will be the Sum Insured adjusted to take account of the

- index linking condition
- Capital Additions clause.

(b) Contents of Communal Areas.

We will pay for

- (i) the cost of repair if any contents are damaged
- or
- (ii) replacement as new if any contents are lost or destroyed.

The maximum We will pay will be the Sum Insured adjusted to take account of the index linking condition.

(c) Contents of Residential Units.

We will provide indemnity for

- (i) the cost of repair if any contents are partially damaged
- or
- (ii) replacement as new if any contents are lost or destroyed.

If, following Damage an item can be repaired but the repair is not carried out We will pay the reduction in value of the item as a result of the Damage but not more than the estimated cost of repair.

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear or depreciation.

The maximum We will pay will be the Sum Insured, adjusted to take account of the Index Linking condition.

(d) Money and Assault

- (i) We will pay weekly compensation at 4 weekly intervals
- (ii) compensation for contingency (iv) is paid for a maximum of 2 years from the date the disablement started. It is paid in addition to any other compensation which may be payable for the same injury
- (iii) compensation is only payable for one of the benefits (i) to (iii).

5. Clearance of Drains

The Sum Insured for Buildings extends to include an amount necessarily and reasonably incurred by You and which We agree to for cleaning and/or clearing of drains, gutters and sewers owned by You or for which You are responsible following Damage insured under this Section.

6. Contractors' Interests

Where You are required to effect insurance on the Property Insured in joint names of You and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint Policyholder is hereby noted and You must provide Us with details of any single contract valued in excess of £250,000 prior to work commencing and pay an additional premium if required.

7. Debris Removal

The Sum Insured for each item, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section
- (c) more specifically insured.

8. Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

9. Emergency Services

We will indemnify You in respect of loss destruction or damage to The Premises resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising damage.

10. European Union & Public Authorities

Following Damage as insured under this section, to any items on buildings We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one claim is

- (a) 15% of the item Sum Insured
- or
- (b) where the Sum Insured applies to property at more than one premises, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

11. Fly Tipping

We will indemnify You in respect of the reasonable costs of clearing and removing any property illegally deposited in or around Your Premises insured under this policy.

The most We will pay for any one claim and/or in any one period of insurance at each of Your Premises is £5,000.

We will not indemnify You in respect of the first £1,000 of any claim.

12. Illegal Cultivation of Drugs

We will indemnify You in respect of Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

You will lose Your right to indemnity in respect of a Residential Building if You, or anyone acting on Your behalf, do not

- (1) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
 - (a) maintain a log of such inspections and retain that log for at least 24 months
 - (b) carry out a six monthly management check of the inspections log
 - (2) obtain and record written formal identification of any prospective tenant
 - (3) obtain and retain a written employers reference for any new tenant where appropriate
 - (4) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
 - (5) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (2) (3) and (4) above for all lettings that they arrange.
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13. Insect Nests Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises. We will not pay the cost of removing such nests that were already in the building prior to the inception of the policy. The maximum We will pay in respect of any one claim is £500.

14. Landscaped Gardens

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following Damage.

The maximum We will pay is £50,000 in any one Period of Insurance.

15. Loss of Metered Utility Supplies

We will indemnify You for the cost of metered water, gas, oil and electricity for which You are legally responsible arising from Damage as insured by this Section or unauthorised use by persons taking possession, keeping possession or occupying The Premises without Your authority.

The maximum We will pay for any one loss is £50,000.

16. Money and Assault

Money

Cover

We will pay for loss of Money up to the following amounts

	Limit any one loss
(a) any single loss of business Money	
(i) in transit	£2,000
(ii) in bank night safes and afterwards within bank premises until at the bank's risk	£2,000
(iii) in your home or the home of any Employee, partner or director	£500
(b) any single loss in respect of crossed cheques, crossed postal or money orders, crossed banker's drafts, stamped national insurance cards.	£250,000

We will not indemnify You in respect of

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
 - (a) not discovered within 7 working days of the loss
 - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (2) shortages due to clerical or accounting errors
- (3) loss of Money from unattended vehicles
- (4) loss or Damage outside Great Britain, Northern Ireland, the Republic of Ireland,
 the Channel Islands and the Isle of Man.

Assault

Cover

We will pay

- (a) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
 - (i) death £10,000
 - (ii) total and permanent loss of sight in one or both eyes £10,000
 - (iii) loss of one or both limbs £10,000
 - (iv) total disablement which prevents the Insured Person from
 pursuing their normal occupation £100 per week
 - (v) reimbursement of incurred medical expenses up to £250
 - (b) up to £250 in respect of such Insured Person for Damage to their personal effects following an attempted theft to steal Money covered by this clause.
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17. Mortgage and Other Interests

The interest is noted in respect of any Residential Building or Residential Unit of all parties who have an interest in such property.

In addition, the rights of any mortgagee or lessor shall not be prejudiced by any act of any mortgagor, lessee or occupier of any Residential Building or Residential Unit, provided the mortgagee or lessor shall immediately on becoming aware of such act give Us notice in writing and pay any additional premium We may require.

18. Non-invalidating

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration and\
- (2) pay any additional premium We require.

19. Professional Fees

The Sum Insured for each building item, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify You in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

20. Reletting Costs

We will indemnify You in respect of costs reasonably incurred with Our consent in re-letting The Premises (including legal fees in connection with the re-letting) following Damage as insured by this Section.

The maximum We will pay is £50,000 any one period of insurance.

21. Removal of Vermin

We will pay, where you have received an order or advice from a competent person of a Public Authority and where You are responsible, the cost of removing vermin from the Residential Buildings or Residential Unit which cause restrictions on the use of The Premises.

We will not pay the Excess for any loss of £250

The maximum We will pay for any one loss or in any one Period of Insurance is £500.

22. Risk Protection Replacement Costs

We will indemnify You in respect of reasonable costs and expenses incurred in re-filling, re-charging or replacing any

- (a) portable fire extinguishing appliances
- (b) local fire suppression system
- (c) fixed fire suppression system
- (d) sprinkler system
- (e) sprinkler heads

and having any fire and/or intruder alarms and closed circuit television equipment re-set as a result of Damage insured under this Section.

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service.

23. Subrogation

We will waive any rights, remedies or relief, following a claim, where We may be entitled by subrogation against any

- (a) tenant or lessee of Yours provided that:
 - (i) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage
 - (ii) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee
 - (iii) the Damage did not result from a breach of the terms of the lease by the tenant or lessee.

24. Temporary Removal

We will indemnify You in respect of Damage insured under this Section to Contents of Residential Units and Contents of Communal Areas while temporarily removed from The Premises to anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for the purpose of The Business. The maximum We will pay is £50,000 in any one Period of Insurance.

25. Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (a) in locating the actual source of Damage to the Residential Building
- and

- (b) repairs directly arising from (a)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation.

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

The maximum We will pay is £50,000 in any one Period of Insurance.

26. Transfer of Interest

If at the time of Damage occurring to a Residential Building or Residential Unit insured under this Section, You have entered into a contract to sell Your interest in the property, but

- (a) the contract has not yet been completed

- (b) the Residential Building or Residential Unit has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures the Residential Building or Residential Unit.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

27. Tree Felling and Lopping

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to The Property Insured.

We will not pay for

- (a) legal or local authority costs involved in removing trees.

- (b) costs solely incurred to comply with a preservation order.

The maximum We will pay for any one claim is £500 and £5,000 in any one Period of Insurance.

28. Underground Services

We will indemnify You in respect of accidental damage to underground

- (a) pipes

- (b) cables

which extend from the Residential Building to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance

- (2) accidental damage caused by

- (a) (i) gradual deterioration or wear and tear

- (ii) corrosion, rust, rot or fungus

- (iii) vermin or insects

- (iv) atmospheric or climatic conditions

- (v) normal settlement or shrinkage

- (b) faulty workmanship, defective design or the use of defective materials.
-

29. Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by You (including 'self-supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that

- (1) (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage
 - (b) We have paid or have agreed to pay for such Damage
 - (c) if any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause resulting from that Damage will be reduced in like proportion
 - (2) Your liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building
 - (3) where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site
 - (4) Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax
 - (5) You have taken all reasonable precautions to include Your Value Added Tax liability within the Building Sums Insured at the inception of this insurance and at each subsequent Renewal Date.
- The following amendments are made to this Policy in respect of this Clause only
- A for the purposes of any Condition of Average, rebuilding costs will be exclusive of Value Added Tax
 - B Our liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

30. Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Additional Clauses

Day One Basis of Settlement

For each Item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.
Declared Value shall mean Your assessment of the cost of reinstatement of the Property applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for
 - (a) the additional cost of reinstatement to comply with
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority
 - (b) professional fees
 - (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value, We will Index Link the last Declared Value notified to Us, for the following Period of Insurance.
- (3) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
- (4) We will not indemnify You
 - (a) until You have incurred the cost of replacing or repairing the property
 - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 115% of the Declared Values stated in The Schedule.

- (5) The maximum We will pay in respect of each separate location subject to this Clause is stated in the Schedule

Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not indemnify You in respect of Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured caused by

- (1) pollution from contamination which results from any insured Contingency (other than Contingency 17)
- (2) any insured Contingency (other than Contingency 17) which results from pollution or contamination.

**Endorsements and
Conditions Precedent**

This Section is subject to any Endorsements and Conditions Precedent detailed below.

1. Unoccupancy

It is a Condition Precedent to Our liability that when a Residential Building or a Residential Unit is Unoccupied You must ensure that

- (a) All external doors are securely locked
 - (b) All accessible windows are securely fastened
 - (c) An internal and external inspection of the property is made every seven days and all waste including accumulated mail is removed from the property
 - (d) all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation
 - (e) The water and heating system must be turned off and drained for the period 1st October to 31st March inclusive. Alternatively the central heating within the Buildings should be maintained at a minimum temperature of 10 degrees centigrade during the period 1st October to 31st March inclusive.
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Revenue Protection - Loss of Rent and Alternative Accommodation Expenses

Cover	<p>We will indemnify You if Your Residential Building or any of Your Residential Units can not be lived in or if access to them is denied as a result of Damage insured under the Property Damage Section in respect of</p> <p>(1) (a) loss of rent (including ground rent and management charges) You should have received but have lost, or,</p> <p>(b) the cost or reasonable alternative accommodation incurred by any owner, lessee or tenant if this is necessary</p> <p>(2) temporary storage of Your furniture.</p> <p>The maximum We will pay will be the value stated in the Schedule.</p> <p>The payment made for each Residential Unit may be adjusted according to the percentage contribution made by each unit towards the ground rent and/or total management charges of the Residential Building.</p>
Clauses	<p>The following Clauses apply</p> <p>1. Illegal Cultivation of Drugs</p> <p>We will indemnify You in respect of Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971). You will lose Your right to indemnity in respect of a Residential Building if You, or anyone acting on Your behalf, do not</p> <p>(1) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement</p> <p>(a) maintain a log of such inspections and retain that log for at least 24 months</p> <p>(b) carry out a six monthly management check of the inspections log</p> <p>(2) obtain and record written formal identification of any prospective tenant</p> <p>(3) obtain and retain a written employers reference for any new tenant where appropriate</p> <p>(4) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account</p> <p>(5) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (2) (3) and</p> <p>(4) above for all lettings that they arrange.</p> <p>2. Prevention of Access</p> <p>We will indemnify You in respect of loss of loss of rent following Damage to Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises. We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.</p> <p>3. Subrogation</p> <p>We will waive any rights, remedies or relief, following a claim, where We may be entitled by subrogation against any</p> <p>(a) tenant or lessee of Yours provided that:</p> <p>(i) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage</p> <p>(ii) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee</p> <p>(iii) the Damage did not result from a breach of the terms of the lease by the tenant or lessee.</p>
Endorsements and Conditions Precedent	<p>This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.</p>

Asset and Revenue Protection - Terrorism

Definitions	The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.
Act of Terrorism	Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM 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.
Covered Loss	All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.
Data	Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.
Denial of Service Attack	Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.
Excess	The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.
Hacking	Unauthorised access to any Computer System, whether Your property or not.
Heads of Cover	Any of the following types of direct insurance cover (1) Buildings and completed structures (2) Other property (3) Business Interruption (4) Book Debts insured under this policy.
Nuclear Installation	Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for (1) the production or use of atomic energy; (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
Nuclear Reactor	Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
Phishing	Any access or attempted access to Data made by means of misrepresentation or deception.
Individual	Any person other than (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual

	<p>(3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:</p> <p>(a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or</p> <p>(b) located in premises owned by any such person,</p> <p>and the commercially occupied proportion of the property does not exceed 20%</p> <p>(4) an individual insuring property that is of sole commercial use</p> <p>(5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.</p> <p>Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.</p>
Property	<p>For the purposes of this Section only, all property whatsoever, but excluding:</p> <p>(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless</p> <p>(a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or</p> <p>(b) not insured in the name of an Individual</p> <p>(2) 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.</p>
Territory	<p>England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).</p>
Treasury	<p>The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.</p>
Virus or Similar Mechanism	<p>Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.</p> <p>The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.</p>
Cover	<p>We will indemnify You in respect a Covered Loss during the Period of Insurance subject to the provisions set out below.</p> <p>The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.</p> <p>In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.</p> <p>This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.</p>
Conditions	<p>The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</p> <p>(1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.</p> <p>We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no</p> <p>(a) claim(s) made under this Section for which We have made a payment or which are still under consideration</p> <p>(b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us</p> <p>during the current Period of Insurance.</p> <p>If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim. You must</p> <p>(2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies</p>

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- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debtsunless We agree otherwise in writing.
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Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy. We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
 - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) 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,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
 - (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) 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 and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
 - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
 - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
 - (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
 - (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
 - (b) any Data.
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- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section.
- In no other circumstances, 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.
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Legal Liabilities - Employers' Liability

Definitions	<p>(Also refer to the Policy Definitions at the front of this policy booklet.)</p> <p>The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.</p>
Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	<p>(1) fees for Your legal representation</p> <p>(2) costs and expenses incurred with Our written consent</p> <p>(3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.</p>
Limit of Indemnity	The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.
Territorial Limits	<p>(1) Anywhere in the world in connection with The Business conducted by You from premises within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.</p> <p>(2) Anywhere in the world where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Business.</p>
Cover	<p>We will indemnify You in respect of</p> <p>(1) Your legal liability to pay Compensation to any Employee and</p> <p>(2) Costs and Expenses</p> <p>as a result of Bodily Injury caused in the course of The Business, during the Period of Insurance and within the Territorial Limits.</p> <p>The maximum We will pay is the Limit of Indemnity.</p>
Clauses	<p>1. Additional Activities</p> <p>The Business includes</p> <p>(a) ownership, use and upkeep of The Premises, vehicles and plant</p> <p>(b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee</p> <p>(c) first aid, fire, security and ambulance services</p> <p>(d) participation in exhibitions</p> <p>(e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.</p> <p>2. Contractual Liability</p> <p>We will indemnify You in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.</p> <p>We will not indemnify You</p> <p>in respect of any agreement for or including the performance of work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>3. Cross Liabilities</p> <p>We will indemnify each party</p> <p>(a) named as The Policyholder in the Schedule</p> <p>(b) entitled to indemnity under this Section</p> <p>as if a separate policy had been issued to each.</p> <p>The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>

4. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
 - (b) at Your request
 - (i) any director, partner or proprietor or Employee of Yours
 - (ii) the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services
 - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

5. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner or Employee in respect of

- (a) legal fees and expenses incurred with Our written consent in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner or Employee arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
 - (a) fines or penalties
 - (b) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
 - (c) proceedings relating to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

6. Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

7. Payment for Court Attendance

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

The maximum We will pay is

- (a) for each director or partner £500 per day
- (b) for each Employee £250 per day.

8. Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- (a) damages
- (b) costs

unpaid 6 months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- (a) the Bodily Injury was caused
 - (i) in the course of The Business
 - and
 - (ii) during the Period of Insurance
- (b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

9. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

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

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Business
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to any person other than an Employee
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

- (1) We will not indemnify You in respect of legal liability as a result of work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform
 - (b) support vessel.
- (2) We will not indemnify You in respect of Bodily Injury sustained by an Employee when the Employee is
 - (a) carried in or upon a vehicle
 - or
 - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
- (3) We will not indemnify You in respect of
 - (a) liquidated damages
 - (b) penalty clauses
 - (c) fines
 - (d) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

Legal Liabilities - Public and Products Liability

Definitions	(Also refer to the Policy Definitions at the front of this policy booklet.) The following definitions apply to this Section and shall keep the same meaning whenever they appear in the Section.
Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos.
Bodily Injury	Body injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	(1) fees for your legal representation (2) costs and expenses incurred with Our written consent (3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.
Damage	Physical (1) loss (2) destruction (3) damage.
Limit of Indemnity	The maximum amount, stated in the Schedule which We will pay in respect of any or all events arising out of one original cause. In respect of products supplied or pollution or contamination, the limit of Indemnity will apply to the total of all events occurring in any one period of Insurance.
Personal Injury	(1) Bodily Injury (2) Wrongful (a) arrest, detention or imprisonment (b) eviction (c) accusation of shoplifting.
Products Supplied	Anything which is (1) manufactured, sold, supplied, processed, altered or treated (2) repaired, serviced or tested (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in Your custody or control or that of any Employee.
Property	Material property.
Territorial Limits	(1) Anywhere in the world in connection with The Business conducted by You from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or offshore installations within the Continental Shelf around such territories. (2) Anywhere in the world where You or any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in The Business.

Cover	<p>We will indemnify You in respect of</p> <ol style="list-style-type: none"> (1) Your legal liability for compensation (2) Costs and Expenses <p>as a result of accidental</p> <ol style="list-style-type: none"> (a) Personal Injury (b) Damage to Property (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water occurring in the course of The Business during the Period of Insurance and within the Territorial Limits. <p>The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in</p> <ol style="list-style-type: none"> (1) the United States of America or any territory within its jurisdiction or (2) Canada <p>The maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.</p>
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Clauses	<p>1. Additional Activities</p> <p>The Business includes</p> <ol style="list-style-type: none"> (a) ownership, use and upkeep of your premises, vehicles and plant (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee (c) first aid, fire, security and ambulance services (d) participation in exhibitions (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee. <p>2. Consumer Protection Act and Food Safety Act</p> <p>We will indemnify You, and at Your request, any director, partner, proprietor or Employee of Yours in respect of</p> <ol style="list-style-type: none"> (a) costs of prosecution awarded against You or any director, partner or Employee of Yours (b) legal fees and expenses incurred with Our written consent for defending proceedings including appeals <p>which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1980.</p> <p>Provided the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of The Business.</p> <p>We will not indemnify You</p> <ol style="list-style-type: none"> (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, Isle of Man or the Channel Islands and in connection with The Business. (2) in respect of proceedings which result from any deliberate act or omission by You (3) if indemnity is provided by any other insurance <p>3. Contractual Liability</p> <p>We will indemnify You in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim vested in Us.</p> <p>We will not indemnify You in respect of any agreement for or including the performance of work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>4. Cross Liabilities</p> <p>We will indemnify each party</p> <ol style="list-style-type: none"> (a) named as the Policyholder in the Schedule (b) entitled to indemnity under this Section <p>as if a separate policy had been issued to each.</p> <p>The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
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5. Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such premises.

6. Employees' and Visitors' Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

- (1) stored for a fee or other consideration
- (2) in Your custody or control for the purposes of being worked on
- (3) loaned, leased, hired or rented to You.

7. Environmental Statutory Clean Up Costs

- (a) We will indemnify You for the cost of carrying out Remediation, and/or paying for Clean Up Costs following a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by any Enforcing Authority provided that the cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- (b) All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (c) The most We will pay including Costs and Expenses for all events in any one Period of Insurance is £100,000.

Definitions

For the purposes of this cover item, the following definitions apply:

Clean Up Costs

Costs of Remediation

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Remediation

Remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time Remediation commences and shall include the testing for or monitoring of Pollution or Contamination.

8. Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
 - (b) at Your request
 - (i) any director, partners or proprietor or Employee of Yours
 - (ii) the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services
 - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

9. Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee of Yours in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee of Yours arising from any health and safety inquiry or criminal proceedings in respect of any breach of health or safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
 - (a) proceedings as a result of any deliberate act or omission by You
 - (b) proceedings relating to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy.

10. Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

We will not indemnify You in respect of

- (a) the first £250 of any claim caused other than by fire or explosion
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

11. Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- (a) Bodily Injury
- and/or

- (b) Damage to property

arising out of the use

- (i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- and
- (ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

We will not indemnify You

- (1) in respect of Damage to the vehicle or goods carried in or on the vehicle
 - (2) while the vehicle is being driven by
 - (a) You
 - (b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (3) if indemnity is provided by another insurance policy.
-

12. Overseas Personal Liability

We will indemnify

- (a) You
- (b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

- (i) Bodily Injury
and/or
- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise
 - (b) ownership or occupation of land or buildings
 - (c) the carrying on of any trade or profession
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) if indemnity is provided by another insurance policy.

13. Payment for Court Attendance

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

The maximum We will pay is

- (a) for each director or partner £500 per day
- (b) for each Employee £250 per day.

14. Indemnity to Individual Owners

We will indemnify, at your request, the Resident of any Residential Unit against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

We will not provide indemnity to the Resident for legal liability arising as the occupier of any Residential Unit.

15. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

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

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with The Business.
 - (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
 - (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
 - (4) where indemnity is provided by another insurance policy.
-

16. Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by the inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this clause
(b) Damage to Property
(c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
(d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could be reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

17. Suspension of Cover

We may, at any reasonable time, inspect any property and if any defect or danger is identified, We may suspend all Our liability which might arise from such defect or danger. We will notify You in writing if this is the case.

Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

- (1) We will not indemnify You in respect of legal liability as a result of
 - (a) Personal Injury to an Employee
 - (b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
 - (i) aircraft, aerial device or hovercraft
 - (ii) watercraft exceeding 8 metres in length
 - (iii) motor vehicle or trailer or plant in circumstances to which road traffic legislation applies.
Provided there is no more specific insurance in force, this does not apply to
 - the loading or unloading of vehicles or trailersor
 - the circumstances described in the Motor Contingent Liability Clause.
 - (c) Damage to Property
 - (i) which You own or is loaned, leased, hired or rented to You
 - (ii) which is held in trust or in the custody or control of
 - You
 - any Employee
 - any other party who is carrying out work on Your behalfother than in the circumstances described in the Liability for Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.

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- (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).
 - (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions or advice by You, any Employee or any party who is carrying out work on Your behalf.
 - (f)
 - (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
 - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination
other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.
All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
 - (g)
 - (i) work in or on and travel to, from or within
or
 - (ii) Products Supplied to
any offshore
 - accommodation, exploration, drilling or production rig or platform
 - support vessel.
 - (h) Bodily Injury or Damage to Property arising from Products Supplied other than
 - (i) the sale or supply of food and drink
 - (ii) the disposal of furniture and furnishings previously used in the course of The Business.
 - (i) any work involving
 - excavation
 - site clearance
 - construction
 - erection
 - structural extension
 - alteration
 - demolition
 - of or to any Residential Building.
 - (j) Your occupation of any Residential Building or any Residential Unit.
 - (k) Bodily Injury or Damage to Property arising from incidents involving any dog described in Section 1 of the Dangerous Dogs Act 1991.
- (2) We will not provide indemnity in respect of
- (a) recalling or making refunds in respect of Products Supplied
 - (b)
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
 - (c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied
 - (d) the Excess
 - (e)
 - (i) exposure to
 - (ii) inhalation of
 - (iii) fears of the consequences of exposure to or the inhalation of
 - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of
Asbestos including any product containing Asbestos.
-

This Section is subject to any Endorsements and Conditions Precedent detailed below.

The following Condition Precedent applies.

1. Unoccupancy

It is a Condition Precedent to Our liability that when a Residential Building or a Residential Unit is Unoccupied You must ensure that

- (a) all external doors are securely locked
- (b) all accessible windows are securely fastened
- (c) an internal and external inspection of the property is made every seven days and all waste including accumulated mail is removed from the property
- (d) all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation
- (e) The water and heating system must be turned off and drained for the period 1st October to 31st March inclusive. Alternatively the central heating within the Buildings should be maintained at a minimum temperature of 10 degrees centigrade during the period 1st October to 31st March inclusive.

Policy Exclusions

Each section of the policy contains exclusions. They must be read in conjunction with the following exclusions.

We will not indemnify You or any person entitled to indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exclusions 1 (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
- (2) exclusion 1 (b) does not apply to the Public and Products Liability Section
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - (i) dispersing radioactive material and/or ionising radiation
or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exclusion 2 (b) does not apply to the following Sections
 - (a) Employers' Liability
 - (b) Public and Products Liabilitywhen insured by this policy.
- (2) in relation to the Employers' Liability Section, exclusion 2 (a) above only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
- (3) exclusions 2 (a) and (b) do not apply to the Terrorism Section when insured by this policy.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy.
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in **Special Provisions-Terrorism** below.

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and/or violence
and/or
-

- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability).

Special Provisions – Terrorism

Subject otherwise to the terms, conditions and exclusions of this policy the exclusions in 3 (a) and 3 (c) (in so far as it relates to 3 (a)) above shall not apply to the following Sections

- (a) Property Damage or Loss of Rent and Alternative Accommodation Expenses in respect of flats and houses insured in the name of an individual who does not own such property in The Business of a sole trader but provided that the exclusions in 3 (a) and 3 (c) shall apply to such property in respect of harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means
 - (b) Employers' Liability but the Limit of Indemnity for the purposes of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses
 - (c) Public and Products Liability but the Limit of Indemnity for the purposes of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower.
 - (d) Terrorism, when insured by this policy.
- (4) loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices. However, exclusion 4 does not apply to the Terrorism Section, when insured by this policy.
- (5) (a) Money
- (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer system records
 - (j) explosives
 - (k) property in transit
- unless specifically mentioned.
- However, exclusions 5 (a) to (k) do not apply to the Terrorism Section, when insured by this policy.
- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Engineering
- (3) Loss of Rent and Alternative Accommodation Expenses.

Exclusions 6 (a) and (b) do not apply to the Employers' Liability Section or Terrorism Section, when insured by this policy.

Definition

The following definition only applies to this exclusion

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, or theft.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of
 - (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- (i) Property Damage
- (ii) Loss of Rent and Alternative Accommodation Expenses

Exclusion 7 (a) does not apply to the Public and Products Liability Section.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Property Damage
- (ii) Loss of Rent and Alternative Accommodation Expenses.

Exclusions 7 (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Engineering
 - (2) Terrorism
 - (3) Employers' Liability
 - (4) Residential Property Owners' Legal Protection.
-

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.	
1. Alteration of Risk	<p>The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance</p> <p>(a) which increases the risk of loss, destruction, damage, accident or injury</p> <p>or</p> <p>(b) where Your interest ceases except by will or operation of law</p> <p>unless We have accepted the alteration.</p>
2. Arbitration	<p>If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.</p> <p>An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.</p>
3. Cancellation	<p>(1) You may cancel this policy at any time after the date We have received the premium by providing 7 days notice in writing to Us</p> <p>(2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.</p> <p>If Your policy is cancelled under (1) or (2) above and provided that there have been no:</p> <p>(a) claim(s) made under the policy for which We have made a payment</p> <p>(b) claim(s) made under the policy which are still under consideration</p> <p>(c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us</p> <p>during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.</p> <p>(3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.</p> <p>(4) We may also cancel this policy at any time by sending not less than 7 days notice in writing to Your last known address.</p> <p>We will refund a proportionate part of the premium for the unexpired period provided that there have been no:</p> <p>(a) claim(s) made under the policy for which We have made a payment</p> <p>(b) claim(s) made under the policy which are still under consideration</p> <p>(c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us</p> <p>during the current Period of Insurance.</p>
4. Claims Procedure	<p>You will</p> <p>(a) tell Us immediately of any event or occurrence which may result in a claim, and no later than</p> <p>(i) 30 days of Your becoming aware of the event or occurrence</p> <p>or</p> <p>(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons</p> <p>(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves</p> <p>(c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim</p> <p>(d) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy</p> <p>(e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement</p> <p>(f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.</p>

5. Contribution	<p>Applicable to Public and Products Liability Section and Employers' Liability Section (if insured)</p> <p>(a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been affected.</p> <p>Applicable to all other Sections insured by this policy</p> <p>(b) Where any loss, destruction or damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.</p> <p>(c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.</p> <p>(d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.</p>
6. Discharge of Liability	<p>We may at any time pay</p> <p>(a) the Limit of Indemnity</p> <p>or</p> <p>(b) the Sum Insured</p> <p>or</p> <p>(c) a smaller amount for which a claim can be settled</p> <p>after deduction of any sum already paid.</p> <p>We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.</p>
7. Fraud	<p>If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may</p> <p>(a) refuse to pay the claim</p> <p>(b) recover from You any sums paid by Us to You in respect of the claim</p> <p>(c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.</p> <p>If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.</p> <p>If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may</p> <p>(a) refuse to pay the claim</p> <p>(b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)</p> <p>(c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.</p> <p>If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.</p>
8. Identification	<p>The policy and Schedule will read as one contract.</p> <p>A particular word or phrase which is not defined will have its ordinary meaning.</p>

9. Index Linking

(a) Renewal

Where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us

- (i) for private dwelling houses and single flats The House Rebuilding Cost Index
- (ii) for blocks of flats and houses converted to flats The General Buildings Cost Index
- (iii) for Contents of Residential Units The Consumer Durables Section of the Retail Price Index
- (iv) for Contents of Communal Areas The Consumer Durables Section of the Retail Price Index.

(b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

10. Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

11. Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

12. Reasonable Precaution	<p>You will</p> <ul style="list-style-type: none"> (a) maintain the Residential Building in a satisfactory state of repair (b) take all reasonable precautions to prevent <ul style="list-style-type: none"> (i) loss, destruction or damage to Property Insured (ii) accident or injury to any person or loss, destruction or damage to their property (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
13. Reinstatement	<p>When We decide, or are required to reinstate or replace any property, You will at Your expense provide</p> <ul style="list-style-type: none"> (a) plans (b) documents (c) books (d) information <p>which We require.</p> <p>We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.</p> <p>The maximum amount We will pay in respect of one item is the Sum Insured.</p>
14. Subrogation	<p>Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to</p> <ul style="list-style-type: none"> (a) enforce a right or remedy <li style="padding-left: 40px;">or (b) obtain relief or indemnity <p>from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.</p> <p>We may require You to carry out such actions before or after We make any admission of or payment of a claim.</p>

15. Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and the Schedule, should be read together and form the Contract of Insurance between You, The Policyholder, and Us.

(a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:

- (i) providing Us with any additional information requested by the required date(s),
- (ii) completing any actions agreed between You and Us by the required date(s),
- (iii) allowing Us to complete any actions agreed between You and Us.

(b) If required by Us, You must allow us access to The Premises, and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where we consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation.

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

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

16. Severability of Interest

Applicable to all Sections other than the Employers Liability Section and Property Owners Liability Section in respect of which the Cross Liabilities clause shall apply

If The Insured comprises more than one party each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the Loss Limit, Total Sum Insured, Sum Insured, Limits of Liability, any other limit of liability and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

- (1) Aviva as one party

and

- (2) The Insured as the other party.



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Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office Pitheavlis Perth Scotland PH2 0NH.
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