PROPERTIES

Policy

# Contents

### Page No

[About Your Insurance Policy 3](#_TOC_250021)

[The Insurance Contract 3](#_TOC_250020)

Customer Care Services & Helplines 4

[Property Damage Insurance 5](#_TOC_250019)

[What is covered/What is not covered 5](#_TOC_250018)

[Extensions of Cover 8](#_TOC_250017)

[Additional Extensions of Cover applicable to Rent 11](#_TOC_250016)

This Insurance also does not cover 13

How **We** settle claims for Buildings 15

How **We** settle claims for Landlord’s Contents 16

How **We** settle claims for Rent 17

Other claims considerations 18

[Terrorism Insurance 19](#_TOC_250015)

[What is covered/What is not covered 19](#_TOC_250014)

Page No

[Legal Expenses Insurance 36](#_TOC_250013)

Section 1 Employment 36

[What is covered/What is not covered 36](#_TOC_250012)

[Section 2 Prosecution 37](#_TOC_250011)

[What is covered/What is not covered 37](#_TOC_250010)

[Section 3 Property 38](#_TOC_250009)

[What is covered/What is not covered 38](#_TOC_250008)

[Section 4 Taxation 39](#_TOC_250007)

[What is covered/What is not covered 39](#_TOC_250006)

[Section 5 Data Protection 40](#_TOC_250005)

[What is covered/What is not covered 40](#_TOC_250004)

[Section 6 Bodily Injury 41](#_TOC_250003)

[What is covered/What is not covered 41](#_TOC_250002)

[Section 7 Contract 42](#_TOC_250001)

[What is covered/What is not covered 42](#_TOC_250000)

How **We** settle claims 29

*Section 3 Legal Defence Costs 30*

What is covered/What is not covered 30

How **We** settle claims 31

*Section 4 Legionellosis Liability 32*

What is covered/What is not covered 32

How **We** settle claims 35

with in respect of Sections 1-7 48

Requirements which **You** must comply

|  |  |  |  |
| --- | --- | --- | --- |
| Special Conditions | 20 | *Section 8 Eviction Proceedings* | *43* |
| **Liabilities Insurance** | **21** | What is covered/What is not covered | 43 |
| *Section 1 Employers’ Liability* | *21* | Extensions to cover | 46 |
| What is covered/What is not covered | 21 | This Insurance also does not cover in respect of Sections 1-7 | 46 |
| How **We** settle claims | 23 | How **We** settle claims in respect of Sections 1-7 | 48 |
| *Section 2 Property Owners’ Liability* | *24* | How **We** settle claims in respect of Section 8 | 48 |
| What is covered/What is not covered | 24 | Requirements which **You** must comply |  |

with in respect of Section 8 50

### Claims Conditions 52

### Policy Conditions 53

### Definitions – Words with special meanings 55

### Complaints Procedure 60

### How We Use Your Information 61

### THIS POLICY (AND THE STATEMENT OF FACT AND THE SCHEDULE WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETSYOUR

**REQUIREMENTS. IF IT DOES NOT MEETYOUR REQUIREMENTSYOU MUST CONTACTYOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.**

### ANY FACTS WHICH WE HAVE TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS POLICY, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURETO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, YOU MUST CONTACTYOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

### About Your Insurance Policy

Your insurance Policy is made up of this Policy wording, Your Statement of Fact, and the Schedule which shows the sums insured, Our Limits of Liability, the premium You will pay, and any other terms which apply to Your Policy.

You should read the Statement of Fact, Schedule and the Policy wording together, to tell You what is covered and what is not covered, how We

settle claims and other important information.

Some words in this Policy have a special meaning.They start with a capital letter and are in bold type whenever they appear in the Policy, and are listed under “Definitions” at the end of the Policy.

We have set out ‘What is covered’ to the left of each page, and ‘What is not covered’ to the right. There are also some special exclusions which apply to the whole of certain Insurances.

### The Insurance Contract

This insurance Policy is a legal contract between You and Us.The contract is based on the information You gave Us when You applied for the insurance and any subsequent information which You have supplied.

We will provide cover for the Insurances shown on Your Schedule for the Period of Insurance, subject to all the terms, conditions and exclusions of this Policy. You must pay the premium for the Period of Insurance and comply with all of the Policy conditions.

If You do not meet Your part of the contract, We may turn down a claim or reduce the amount We pay for a claim. This Policy has been issued by Royal & Sun Alliance Insurance plc.

# Customer Care Services

As part of Our commitment to customer care, We have provided additional services to help You when You need it most.

### Claims Helpline

We recognise that losses mean disruption to Your Business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for You to report a claim to Us during normal office hours.That’s why You can now notify Us of any claim when it suits You - any time of the day or night. All You have to do is call!

* 24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)

0845 300 4006 (Please quote Your Policy Number)

### Emergency Repairs

Should emergency repairs be needed to Your Property, We will put You in touch with a tradesman from Our carefully selected panel. You will have to pay the cost of any work done, but where the Damage is caused by an insured Event, You can of course submit the cost as part of Your claim. Whatever the nature of the emergency, You just need to make a single phone call.

### Catastrophe Claim

If You are faced with a major catastrophe, such as a serious fire or flood, We recognise that You will need expert assistance immediately. We will send a representative to help You in a major crisis, 24 hours a day, 365 days a year.

### Advice Lines

Where do You turn to for answers to questions that affect Your Business? Our advice lines will put You in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm) Stress Counselling (available 24 hours)

* Advice Line 01455 251500

(Please quote reference number 70108)

**THIS INSURANCE ONLYAPPLIES WHERE SHOWNAS INCLUDED INTHE SCHEDULE**

# Property Damage Insurance

### What is covered What is not covered

**Events**

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE.

1. Fire, smoke, lightning, explosion and earthquake. 1 Your Contribution as shown in the Schedule.

2 Damage caused by the bursting of any boiler or other plant owned by You or under Your control and in which the internal pressure is due to steam only. However, We will not exclude Damage caused by the explosion of any boiler or gas used only for domestic purposes.

1. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
2. Your Contribution as shown in the Schedule.
3. Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
4. Damage arising from stoppage of work.
5. Damage directly caused in the course of theft or attempted theft by malicious persons not acting on behalf of or in connection with any political organisation.
6. Damage to Buildings and Landlord’s Contents of Residential Properties
   1. caused by Residents or their guests to the Residential Property in which the Resident lives
   2. which have been Unoccupied for over 45 consecutive days.
7. Storm or flood. 1 Your Contribution as shown in the Schedule.
   1. Damage caused solely by change in the Water Table Level.
   2. Damage caused by frost, Subsidence, Ground Heave or Landslip.
   3. Damage caused to fences, gates, hedges, trees, plants, shrubs and turf unless there is Damage to structural parts of the Building at the same time.
8. Escape of water or oil from any tank, apparatus, pipe or appliance. 1 Your Contribution as shown in the Schedule.
9. Damage by water discharged or leaking from an automatic sprinkler installation.
10. Damage to Buildings and Landlord’s Contents of Residential Properties which have been Unoccupied for over 45 consecutive days.
11. Impact by
12. any vehicle or animal
13. aircraft or other aerial devices or articles dropped from them.

1 Your Contribution as shown in the Schedule.

1. Accidental escape of water from any automatic sprinkler installation. 1 Your Contribution as shown in the Schedule.

2 Escape caused by freezing or unfreezing of the installation or any part of it in any Building which is Unoccupied.

### What is covered What is not covered

1. Theft or attempted theft. 1 Your Contribution as shown in the Schedule.
   1. Damage which You can recover from another source.
   2. Damage to Buildings of Residential Properties
      1. caused by Residents or their guests to the Residential Property in which the Resident lives
      2. which have been Unoccupied for over 45 consecutive days.
   3. Damage to Landlord’s Contents
      1. which does not involve forcible entry into or exit from the

Residential Property or non-residential Building

* + 1. in Residential Properties which have been Unoccupied for over 45 consecutive days.

1. Subsidence, Ground Heave or Landslip. 1 Your Contribution as shown in the Schedule.
2. Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
3. Damage occurring as a result of the construction, demolition, structural alteration or structural repair of Buildings or any groundwork or excavation at the Premises.
4. Damage arising from normal settlement or bedding down of new structures.
5. Damage to outbuildings, car parks, drives, roads, pavements, footpaths, patios, terraces, swimming pools, tennis courts, squash courts, walls, fences, gates and hedges unless there is Damage to structural parts of the Building at the same time.
6. Damage to solid floors of residential Buildings, or caused because solid floors have moved, unless the walls of such Property are damaged by the same cause and at the same time.
7. Damage caused by or arising from faulty workmanship, design or materials.
8. Damage commencing prior to the granting of cover under this Insurance.
9. A) Falling trees or their branches.

B) Falling television or radio receiving aerials, aerial fittings and masts or satellite dishes.

1. Your Contribution as shown in the Schedule.
2. Damage caused by felling or lopping of trees and branches by You

or on Your behalf.

10 Any other accident. 1 Your Contribution as shown in the Schedule.

1. Damage by any of the Events 1 – 9 or the causes shown under ‘What is not covered’ for each of these Events (whether or not insured).
2. Damage caused by
   1. its own faulty or defective design or materials
   2. inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
   3. faulty or defective workmanship by You or Your Employees

but this shall not exclude subsequent Damage which itself results from an insured Event.

### What is covered What is not covered

1. Damage caused by
   1. corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, vermin, pests or insects
   2. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping
   3. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but not

* + 1. such Damage which itself results from other Damage which is covered by this Insurance
    2. subsequent Damage which itself results from an insured Event.

1. Damage caused by pollution or contamination unless resulting from a sudden, identifiable, unintended and unexpected cause which occurs in its entirety at a specific moment in time and place during the Period of Insurance and which is not otherwise excluded.
2. Damage to any Buildings or structure caused by its own collapse or cracking unless resulting from a sudden, identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which does not result from
   1. any Buildings being built, demolished or undergoing structural alteration or repair
   2. groundworks or excavation works and is not otherwise excluded.
3. Damage caused by disappearance or unexplained loss.
4. Damage to Buildings and Landlord’s Contents of Residential Properties which have been Unoccupied for over

45 consecutive days.

# Extensions of Cover

### THIS INSURANCE ALSO COVERS

**What is covered What is not covered**

1 Extinguishment and Alarm Setting Expenses

The costs incurred by You in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms solely as a result of Damage by any of the insured Events 1 to 10 of this Insurance.

1. Your Contribution as shown in the Schedule.
2. Any amount in excess of £50,000 any one loss.

2 Damage to Landscaping

The costs incurred in

1. repairing Damage to landscaped gardens and grounds caused by the emergency services when attending the Premises
2. replanting trees, shrubs, plants and turf used in landscaping

as a result of Damage by any of the insured Events 1 to 10 of this Insurance.

1. Your Contribution as shown in the Schedule.
2. Any amount in excess of £25,000 any one loss.
3. The failure of any plant to germinate or propagate following replacement under this extension.

3 Trace and Access and Repair or Replacement

Damage occurring as a result of escape of water or oil as insured by

Events 4 and 6 including

1. the costs necessarily incurred in locating the source of such Damage
2. the costs necessarily incurred in repairing and making good any

Damage caused in locating the source of the Damage

1. the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.
2. Your Contribution as shown in the Schedule.
3. Any amount in excess of £50,000 any one Event.
4. Damage occurring in Residential Properties which have been

Unoccupied for over 45 consecutive days.

1. Glazing Repairs

The costs incurred in

* 1. any necessary boarding up or temporary glazing in order to secure the Premises pending replacement of broken glass if a replacement cannot be made at the same time
  2. the removing and refixing of window fittings, framework and other obstacles to replacement

as a result of Damage by any of the insured Events 1 –10 of this Insurance.

1 Your Contribution as shown in the Schedule.

5 Additional Sprinkler Costs

The costs incurred in upgrading an automatic sprinkler installation to current LPC Rules solely as imposed upon You by Us after Damage to Your Buildings by any of the insured Events 1 –10 of this Insurance

provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules.

1 Your Contribution as shown in the Schedule.

### What is covered What is not covered

6 Replacement of Locks

The costs necessarily incurred in replacing the locks or changing parts of the locks if the keys to the Buildings or to any safe or strongroom in Your Premises are stolen or there is reasonable evidence that the keys have been duplicated by an unauthorised person.

1. Your Contribution as shown in the Schedule.
2. Any amount in excess of £5,000 any one loss.

7 Insurance Premiums

The cost of any insurance premiums (or Technical Agent’s fees in respect of Latent Defects Policies) incurred by You with Our

consent in arranging contract works insurance policies with Us (or in continuing pre-existing Latent Defects policies) following Damage to the Buildings by any of the insured Events 1- 10 of this Insurance.

1 Your Contribution as shown in the Schedule.

8 Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Buildings without Your authority.

1. Your Contribution as shown in the Schedule.
2. Any amount in excess of £25,000 in any one Period of Insurance.
3. Costs incurred unless
   1. the Buildings, including any individual Residential Properties, have been inspected weekly by You or a responsible person on Your behalf prior to the unauthorised occupation

of the Premises

* 1. all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

9 Loss of Gas and Metered Water

The additional gas and metered water charges incurred by You as a result of Damage caused by any of the insured Events 1-10 of this Insurance.

The amount payable shall be ascertained by comparing the charge made by the gas or water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting Your liability for metered water charges during such period.

1. Your Contribution as shown in the Schedule.
2. Any amount in excess of £25,000 in any one Period of Insurance.
3. Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.
4. Costs relating to Residential Properties which have been

Unoccupied for over 45 consecutive days.

10 Removal of Nests

The cost of removing any wasps or bees nests from the Buildings.

1. Your Contribution as shown in the Schedule.
2. The cost of removal of any nests already in the Buildings before

Your Insurance cover commences.

1. Any amount in excess of £5,000 in any one Period of Insurance.

11 Tree Felling and Lopping

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

1. Your Contribution as shown in the Schedule.
2. Any costs You have to pay solely in order to comply with a Preservation Order.
3. Any amount in excess of £2,500 in any one Period of Insurance.

12 Temporary Removal

Damage to fixtures and fittings or other Property insured under Buildings and, if included, Landlord’s Contents whilst temporarily removed from the Premises to any location or whilst in transit for cleaning, renovation or repair or other similar purposes.

1. Any Property that is insured on another policy.
2. Damage by theft or attempted theft from any building that does not involve forcible entry into or exit from the building.
3. Any amount in excess of £50,000 any one loss.
4. Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### What is covered What is not covered

13 Alterations and Additions to the Buildings

If alterations and additions are made to the Buildings during the Period of Insurance that are not more specifically insured the Declared Value and sum insured in respect of Buildings will be increased by the value of the alterations or additions from practical completion of the work until the renewal date immediately following completion.

1. Your Contribution as shown in the Schedule.
2. Damage to Buildings insured on another policy.
3. Any amount in excess of 10% of the respective Buildings Declared Value and sum insured or £500,000 whichever is the lower amount.

14 Automatic Cover for Newly Acquired Premises

Damage to any newly acquired or newly constructed premises for which You are responsible provided that, as soon as reasonably practicable, You shall notify Us in writing of each Building acquired and arrange specific cover with Us.

In respect of premises purchased for renovation or redevelopment the ‘Alternative Basis of Settlement’ noted under ‘How We settle claims for Damage to Buildings’/ ‘Additional factors when settling Buildings claims’ shall apply.

1. Your Contribution as shown in the Schedule.
2. Damage to Property insured on another policy.
3. Damage occurring after a period of 30 days from the date You

acquired Your interest in the Buildings.

1. Any amount in excess of
   1. £250,000 any one claim for Buildings of any Residential Property (excluding blocks of Flats)
   2. £500,000 any one claim for Buildings in respect of any other premises.
2. Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
3. Index Linking

An adjustment in the sums insured and Declared Values shown on the Schedule will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.

No extra charge will be made for any increase in sums insured until the renewal of the Policy when the renewal premium will be based on adjusted sums insured.

1. General Interests

The interests of freeholders, lessees, underlessees, assignees and/or mortgagees of Buildings covered are noted in this Insurance subject to You disclosing their names to Us in the event of any claim arising.

1. Non-Invalidation

This Insurance will not be prejudiced by

* 1. repairs, structural and other alterations all of a minor nature and general maintenance work being undertaken at the Premises
  2. any increase in risk of Damage resulting from an alteration, act or omission which occurs without the authority or knowledge of the freeholder, mortgagee or lessor

but this shall only protect the interest of the freeholder, mortgagee, lessee, underlessee or lessor and will only apply if We are notified immediately they become aware of the increase in risk and any reasonable additional premium is paid.

# Additional Extensions of Cover applicable to Rent

### IF RENT IS SHOWN AS INCLUDED INYOUR SCHEDULE THIS INSURANCE ALSO COVERS

**What is covered What is not covered**

1 Prevention of Access and Loss of Attraction

Loss of Rent resulting from Damage to Property in the immediate vicinity of Your Premises by any of the insured Events 1 – 10 of this Insurance which

1. hinders or prevents the use of the Buildings or access to them or
2. avoids or delays an agreement which is in the course of negotiation to lease the Buildings.
3. Any amount in excess of 10% of the Rent sum insured for these Premises or £250,000 whichever is the lower amount after the application of all other terms and conditions of this Insurance.
4. Failure of Public Supply

Loss of Rent as a result of accidental failure of the public supply of

* 1. electricity at the terminal ends of the supply authority’s service feeders at the Premises
  2. gas at the supply authority’s meters at the Premises
  3. water at the supply authority’s main stop cock serving the

Premises.

1. Loss as a result of accidental total failure of the public supply lasting less than 30 consecutive minutes.
2. Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.
3. Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
4. Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

3 Disease, Vermin, Pests, Murder and Suicide Loss of Rent as a result of

1. closure of the whole or part of the Buildings on the order or advice of any local or governmental authority as a result of an outbreak or occurrence at the Premises of
   1. a notifiable human disease other than Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition, an outbreak of which is required by law or stipulated by the local or governmental authority to be notified to them
   2. food or drink poisoning
   3. defective sanitation
   4. vermin or pests
2. murder or suicide occurring at the Premises.

For the purposes of paragraph A) of this Extension the Indemnity Period shall commence from the date from which the closure order is enforced.

1. Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
2. Costs incurred in the cleaning, repair, replacement, recall or checking of Property.
3. Loss of Rent resulting from the outbreak or occurrence of a notifiable human disease or food or drink poisoning at any Residential Property.
4. Managing Agents’ Premises

Loss of Rent caused solely by Damage by any of the insured Events 1 – 10 of this Insurance (and not otherwise excluded) to buildings or other Property at any location owned or occupied by Your Managing Agents for the purposes of their business in consequence of which Your Rent receivable is reduced.

1. Any amount in excess of 10% of the Rent sum insured for these Premises or £250,000 whichever is the lower amount after the application of all other terms and conditions of this Insurance.
2. Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### What is covered What is not covered

5 Alterations and Additions to the Buildings

If Rent is anticipated to increase following alterations and additions to the Buildings during the Period of Insurance the sum insured in respect of Rent will be increased from practical completion of the work until the renewal date immediately following completion by the amount of additional Rent to be received by You.

1. Loss of Rent insured on another policy.
2. Any amount in excess of 10% of the respective Rent sum insured or £500,000 whichever is the lower amount after the application of all other terms and conditions of this Insurance.

6 Automatic Cover for Newly Acquired Premises

Loss of Rent as a result of Damage to any newly acquired or newly constructed premises for which You are responsible provided that, as soon as reasonably practicable, You shall notify Us in writing of each Building acquired and arrange specific cover with Us.

1. Loss of Rent insured on another policy.
2. Damage occurring after a period of 30 days from the date You

acquired Your interest in the Buildings.

1. Any amount in excess of
   1. £250,000 any one claim for Buildings and Rent of any

Residential Properties (excluding blocks of Flats)

or

* 1. £500,000 any one claim for Buildings and Rent in respect of any other premises.

1. Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
2. Rent-Free Period

If at the time of Damage the Buildings are subject to a rent-free period concession under the terms of the lease, then the Indemnity Period stated in the Schedule will be adjusted by adding the unexpired portion of the rent-free period to the number of months shown in the Schedule.

1. Residential Properties

If Buildings that are occupied totally or partially for residential purposes suffer Damage the following extensions in cover apply

* 1. Alternative Accommodation Costs

We will pay the costs You incur in providing similar short- term accommodation for the Residents who normally live in the Buildings if the Residential Property cannot be lived in or accessed because of Damage covered by this Insurance.

1. Any costs You or the Residents incur once the Buildings can be lived in again.
2. Any costs You agree to pay without Our written permission.
3. Any amount in excess of the Limit of Liability shown in the Schedule after the application of all other terms and conditions of this Insurance.
   1. Rent

If no Sum Insured on Rent received from the Residential Property is included on the Schedule We will cover Loss of Rent in respect of such Property in accordance with ‘How We settle claims for Rent of Buildings which suffer Damage’ except for the provisions of paragraph 3 B).

The paragraphs headed ‘The most We will pay’ and ‘Your sum insured – the penalty for underinsurance’ shall not apply to the cover provided by this Extension.

1 Any amount in excess of the Limit of Liability shown in the Schedule after the application of all other terms and conditions of this Insurance, inclusive of Extension 8 A) above.

### THIS INSURANCE (INCLUDING ALL EXTENSIONS OF COVER) ALSO DOES NOT COVER

1. Sonic Bangs

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

1. War and Allied Risks Damage caused by
   1. riot or civil commotion unless such Event is specifically insured and then only to the extent stated
   2. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. Radioactive Contamination

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

* 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

1. Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

* 1. Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
  2. in Northern Ireland civil commotion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

1. influence any government or any international governmental organisation or
2. put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.

1. Electronic Risk
   1. Damage to Data which shall include but shall not be limited to
      1. Damage to or corruption of Data whether in whole or in part
      2. unauthorised appropriation of use of access to or modification of Data
      3. unauthorised transmission of Data to any third parties
      4. Damage arising out of any misinterpretation, use or misuse of Data
      5. Damage arising out of any operator error in respect of Data.
   2. Damage to the Property insured arising directly or indirectly from
      1. the transmission or impact of any Virus
      2. unauthorised access to a System
      3. interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
      4. Failure of a System
      5. anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from any of the Events insured provided that such Damage does not arise by reason of any malicious act or omission.

1. Illegal Activities

Damage caused as a result of the Residential Property being used by occupants for illegal activities.

# How We settle claims for Damage to Buildings

If any of the Buildings described in the Schedule suffer Damage by any Event covered under this Insurance We will pay You the amount of loss or at Our option reinstate or replace such Property provided that Our liability in any one Period of Insurance shall not exceed in respect of each item on Buildings the sum insured shown in the Schedule or any other stated Limit of Liability.

Our liability may exceed the sum insured when such excess is solely in respect of Value Added Tax.

As long as the Damage is covered under this Insurance We will pay You

### Cost A

The cost of reinstatement which is

1. the cost of rebuilding where the Building is destroyed or the cost of replacement by similar Property
2. the cost of repairing or restoring the damaged portions where the

Property is damaged

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

### Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the Property incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements imposed upon You following Damage unless You knew that You needed to meet any regulations or conditions and a notice had been served on You before the Damage occurred.

We will not pay any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Our liability in respect of the cost of complying with such regulations relating to undamaged portions of the Buildings (other than the foundations) is limited to 15% of the amount We would have been liable to pay to reinstate the Buildings had they been wholly destroyed.

### Cost C

The cost of removing debris which is the cost incurred with Our

consent in

1. removing debris, dismantling, demolishing, shoring up and propping portions of the Property
2. clearing, cleaning or repairing Services as a result of Damage which is covered by this Insurance

excluding costs incurred

1. in removing debris from outside the site of the Buildings other than from the surface area immediately adjacent to the perimeter of the Buildings
2. or arising from pollution or contamination however caused to

Property not covered by this Insurance

1. in respect of Damage which occurred prior to the start date of this Insurance.

In respect of pollution or contamination which results in the removal of debris from car parks, roads or pavements, We will not pay more than

* 1. 10% of the Buildings sum insured for that item or £250,000 (whichever is the less) in respect of any one occurrence
  2. £1,000,000 in total in respect of all such occurrences during any one

Period of Insurance.

### Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the Property but not for preparing any claims.

# Additional factors when settling Buildings claims

### When We Reinstate or Replace Property

We may at Our own option reinstate or replace any Property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

### Rebuilding on Another Site

The Buildings may be wholly or partially rebuilt on another site and in any manner suitable to Your requirements provided that it does not increase Our liability.

### Partial Damage

Where Damage occurs to only part of the Property Our liability shall not exceed the amount which We would have been liable to pay had the Property been wholly destroyed.

### Obsolete Building Materials

If the Buildings or damaged parts cannot be restored to their original form, We will rebuild or restore them with materials of a similar quality. In this instance, the Buildings will not be regarded as being in better condition than new, provided that Our liability for any additional costs does not exceed 5% of the Declared Value for that item.

### Buildings Awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition, Our liability is limited to the additional cost of removing debris, as detailed in Cost C above, which is incurred by You solely as a result of such Damage.

### Buildings Awaiting Refurbishment, Redevelopment or Renovation

If at the time of the Damage any Buildings are awaiting refurbishment, redevelopment or renovation, We will not pay for any costs which would have been incurred by You in the absence of such Damage.

### Removal of Debris – Residents’ Contents

In respect of Damage to Residential Properties Cost C above is extended, subject to exclusions A), B) and C), to include the

irrecoverable costs and expenses necessarily incurred by You with Our consent in removing from the Buildings the debris of contents (not being Your Property) which suffer Damage. We will not pay more than

£10,000 for such costs in respect of any one Premises.

### Further Investigation Costs

If Your Buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to parts of the same Buildings which is not immediately apparent, We will pay the costs incurred by You with Our prior consent in establishing whether further Damage has occurred. We will also pay the costs incurred by You in establishing whether other Buildings owned by You in the vicinity have suffered Damage in the same incident.

### Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

1. if You do not rebuild or restore the Buildings
2. until the cost of reinstatement has actually been incurred
3. if the work of reinstatement is not carried out as quickly as is reasonably practicable
4. if at the time of its Damage the Property is covered by any other insurance effected by You or on Your behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
5. if in the Schedule it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies We will pay the reduction in market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired.

### Your sum insured - the penalty for underinsurance

If at the time of the Damage the Declared Value applying to the relevant Buildings item is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

Insurable Amount is the total of the above Costs A, B, C and D in reinstating the Buildings to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance.

However, if the loss is settled under the Alternative Basis of Settlement the Declared Value of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be the total of the value at the time of the Damage of the Property insured by the item and the additional Costs B, C and D above.

### Value Added Tax

We will pay the Value Added Tax payable by You which You are not subsequently able to recover, provided that

1. A) Your liability for such tax arises solely from the rebuilding or restoration of the Buildings following Damage
2. We have paid or agreed to pay for such Damage
3. if the payment We make in respect of the rebuilding or restoration is less than the actual cost of rebuilding or restoration, We will only pay the same proportion of the Value Added Tax applicable
4. Your liability for such tax does not arise from the replacement Buildings having a greater floor area than or being in a better condition or more extensive than the damaged Buildings
5. if the Buildings are rebuilt on another site following Damage, We will not pay more Value Added Tax than We would have done had the rebuilding been completed at the original site
6. We will not pay any amounts in relation to penalties imposed upon

You for late or non-payment of Value Added Tax.

# How We settle claims for Damage to Landlord’s Contents

If any of the Property insured under Landlord’s Contents suffers Damage by any Event covered under this Insurance We will pay You the amount of loss or at Our option repair or replace such Property provided that Our liability in any one Period of Insurance shall not

exceed in respect of each item on Landlord’s Contents the sum insured shown in the Schedule or any other stated Limit of Liability.

As long as Damage is covered under this Insurance,

Where the Damage can be economically repaired, We will either arrange or authorise repair and We will pay the cost of repair. Otherwise We will replace the item with a new one of similar quality through Our preferred suppliers or, if a replacement is not available, We will pay the replacement cost of a new item of similar quality.

If We agree at Your request not to repair or replace an item We will make a cash or voucher payment equal to the cost We would have paid for replacement or repair through Our preferred suppliers.

# Additional factors when settling Landlord’s Contents claims

### Undamaged items or parts of items

When the Damage relates to a specific part of an item or to a clearly defined area We will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area.

### Loss of Value

We will not pay for any loss of value to any item that We have repaired or replaced.

### Television, Audio and Video Equipment

The most We will pay for any one claim in respect of television, audio and video equipment is £1,000.

### Your sum insured - the penalty for underinsurance

If at the time of the Damage the sum insured applying to the relevant Landlord’s Contents item is less than the cost of replacing the contents as new, We will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

# How We settle claims in respect of Rent of Buildings which suffer Damage

If Rent is noted as operative in the Schedule We will pay You the following amounts in respect of Buildings which have suffered Damage

1. Loss of Rent
2. Cost of Reletting
3. the additional costs incurred that are necessary to reduce the Loss of Rent during the Indemnity Period but not exceeding
   1. the amount of reduction avoided plus
   2. 5% of the Rent Sum Insured or £250,000 whichever is the less.

### The most We will pay

The most We will pay in respect of each item on Rent is 200% of the sum insured shown in the Schedule.

# Additional factors when settling Rent claims

### Unoccupied Buildings

If at the time of the Damage the Buildings or any portions of the Buildings are Unoccupied cover in respect of Rent will only apply if there is an ongoing tenancy agreement in force for which a rental income is being received that can be identified in Your records.

### Buildings Awaiting Sale

If at the time of the Damage You have contracted to sell the Buildings or have accepted an offer in writing to purchase the Buildings subject to contract, and the sale is cancelled or delayed solely as a result of the Damage, provided that You make all reasonable efforts to complete the sale of the Buildings as soon as practicable after the Damage, You may opt for the amount payable by Us to be as follows

1. during the period prior to the date which but for the Damage the

Buildings would have been sold

Loss of Rent

1. during the period commencing with the date which but for the

Damage the Buildings would have been sold and ending with

the actual date of sale or with the expiry of the Indemnity Period

if earlier

Loss of Interest being

* 1. the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business
  2. the investment interest lost to You on any balance of the sale proceeds (after deduction of any capital borrowed as provided under A)

less any amount in respect of Rent

1. Additional Expenditure being
   1. the additional costs incurred that are necessary to reduce the Loss of Rent or Loss of Interest under 1 or 2 above during the Indemnity Period but not exceeding
      1. the amount of reduction avoided plus
      2. 5% of the Rent Sum Insured or £250,000 whichever is the less
   2. the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or

£50,000 whichever is the less

except the amount We pay shall be adjusted to provide for any benefit derived by You from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by You.

### Savings

If following Damage You use other premises to provide accommodation to tenants or prospective tenants of the Buildings, the Rent received from those premises during the Indemnity Period shall be taken into account in assessing the Loss of Rent.

If any charge or expenses payable out of Rent shall cease or reduce during the Indemnity Period as a result of the Damage, the sum saved shall be deducted from the amount otherwise payable.

### Material Damage requirement

Payment must have been made or liability admitted for the Damage

under an insurance covering Your interest in the Building or

Payment would have been made or liability admitted for the Damage but for the operation of a term in such insurance excluding liability for losses below a specified amount.

### Professional Accountants’ and Legal Charges

We will pay the reasonable charges payable by You to

1. Your professional accountants for producing information required by Us under the terms of the Claims Conditions and for reporting that such information is in accordance with Your accounts
2. legal advisers for determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease but not for any other claims preparation costs.

### Late Payment of Rent

We will attempt to pay any claim for Loss of Rent on the same date as the Rent would have been paid to You by the tenant. If We pay at a later date then We will also pay an amount representing the loss of interest suffered by You during the delay period.

### Payments on account

Payments on account may at Our discretion be made during the

Indemnity Period if requested by You.

### Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Rent is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the annual Rent receivable at the commencement of the Period of Insurance or, if the Buildings are untenanted at that date, the actual annual Rent at which the Buildings were subsequently let (or the estimated annual Rent at which they are expected to be let).

If the Buildings are subject to a Rent free period concession at the start of the Period of Insurance the Insurable Amount shall be the annual Rent that applies from the date immediately after the Rent free period ceases.

In each case the amount to be proportionately increased to correspond with the Indemnity Period where that period exceeds twelve months.

# Other considerations when settling any claims under this Insurance

### Designation

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in Your books.

### Workmen

We accept that this Insurance will not be prejudiced by the presence of workmen on the Premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

### Plans and Documents in Support of the Claim

You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.

### Transfer of Interest

If at the time of any insured Damage to any Buildings covered by this Insurance You shall have contracted to sell Your interest in such Buildings and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such Damage. Such benefit shall be without

prejudice to Your or Our rights and liabilities under this Insurance and up to the date of completion of the purchase provided the Buildings are not insured by the purchaser or on his behalf against such Damage on another policy.

In respect of Rent (if included) where Damage has occurred prior to exchange of contracts and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of the Rent insurance to the same extent as You would have if the Buildings had not been sold.

### Automatic Reinstatement After a Loss

In the absence of written notice by You or Us to the contrary within 30 days of the occurrence of any Damage the applicable sum insured (or other restriction on the amount of Our liability under this Insurance) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of Damage by theft (if insured)

such automatic reinstatement shall apply on the first occasion only in each

Period of Insurance.

**THIS INSURANCE ONLYAPPLIES WHERE SHOWNAS INCLUDED INTHE SCHEDULE**

# Terrorism Insurance

### What is covered What is not covered

1 Notwithstanding any provisions to the contrary within this

Policy the cover in respect of all items insured by the Property Damage Insurance are extended to include Terrorism Insurance as specified below.

This Policy includes Damage or loss resulting from Damage to the property insured and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy whilst situate within the applicable Territory stated below caused by or resulting from an Act of Terrorism (as defined below)

provided always that Terrorism Insurance is

1. subject to the excluded causes detailed under ‘What is not covered’
2. not subject to any other excluded causes stated in this Policy

provided also that Our liability in any one Period of Insurance shall not exceed

1. in the whole the total sum insured
2. in respect of any item its sum insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy

whichever is the lower subject always to the Limit of Liability in respect of the Territory stated below after the application of all the provisions of the insurance including Your Contribution.

Act of Terrorism means the acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or

violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

Territory Limit of Liability

1. Great Britain As otherwise specified in this Policy
2. Elsewhere in the world Not insured
3. Riot, Civil Commotion,War and Allied Risks

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of 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.

1. Electronic Risks

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your

property or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.

1. Nuclear Installation or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

1. Nuclear Risks and Chemical, Biological and Radiological Contamination

In respect of Residential Property insured in the name of a

Private Individual

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

* 1. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  2. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  3. chemical and/or biological and/or radiological irritants, contaminants or pollutants.

### Special Conditions

1. In any action, suit or other proceedings where We allege that any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon You.
2. Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.
3. If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of the

Policy apply except insofar as they are hereby expressly varied.

# Liabilities Insurance

Section 1 Employers’ Liability

### THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWNAS INCLUDED IN THE SCHEDULE

**What is covered What is not covered**

Any Person Entitled to Indemnity is covered

1. against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
   1. in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

or

* 1. while temporarily outside these territories

arising out of and in the course of employment by You in the

Business

1. in respect of
   1. claimants costs and expenses which You are legally liable to pay in connection with any claim
   2. the costs of legal representation at any coroner’s inquest or inquiry in respect of any death
   3. i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

* 1. all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with Our prior written consent.

1. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

* 1. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel

or

* 1. the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

* + 1. that of any principal
    2. accepted under an agreement without which the legal liability would not exist.

1. Road Traffic Legislation

Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

1. Fines or Penalties
   1. fines or penalties
   2. the costs of appeal against any improvement or prohibition notices
   3. fees for intervention payable under the Health and Safety Fees (Regulations) 2012
   4. compensation ordered or awarded by a Court of Criminal Jurisdiction.

# Extensions to Section 1

### THIS SECTION ALSO COVERS

**What is covered What is not covered**

1. Compensation for Court Attendance

If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below

* 1. for any director or partner of Yours £500 per day
  2. for any Employee £250 per day.

1. Unsatisfied Court Judgements

If an Employee or their personal representative is awarded damages for Injury in any Court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, We will, at Your request, pay the amount of the judgement provided that

* 1. the damages are awarded against a company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  2. the Injury was caused during any Period of Insurance in the course of employment by You
  3. there is no on-going, planned or outstanding appeal
  4. the Employee or their personal representative shall assign the judgement to Us.

1. Premises occupied for Residential Purposes

In respect of Premises occupied for residential purposes the Definition of Person Entitled to Indemnity is extended to include

* 1. the Residents
  2. the managing agents
  3. the Residents’ Association
  4. the owners or lessees

of such Premises against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

provided that such persons

* + 1. are not entitled to indemnity from any other source
    2. shall keep to the terms, conditions and limitations of this Policy

so far as they can apply.

# Employers’ Liability - how We settle claims

### How We settle claims forYour legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

### The most We will pay

Our liability for Injury and costs and expenses payable in respect of any one Event will not exceed the Limit of Liability shown under

Section 1 (Employers’ Liability) in Your Schedule.

For the purposes of the Limit of Indemnity applying to Terrorism (as shown in the Schedule),Terrorism means

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

### Our right to pay the full limit at any time

In respect of any one Event, We may pay the Limit of Indemnity shown in Your Schedule (less any sums already paid or incurred) or any lesser

amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and be under no further liability.

### Parties to the contract of insurance

The total amount payable by Us in respect of all damages, costs and expenses arising out of all claims during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under

this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 1 (Employers’ Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

# Section 2 Property Owners’ Liability

### THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWNAS INCLUDED INTHE SCHEDULE

**What is covered What is not covered**

Any Person Entitled to Indemnity is covered

1. up to the Limit of Indemnity against legal liability for damages in respect of
   1. accidental Injury of any person
   2. Damage to Property
   3. accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
   4. wrongful arrest or false imprisonment

happening during any Period of Insurance in connection with the Business

1. in respect of
   1. claimants costs and expenses which You are legally liable to pay in connection with any claim
   2. the costs of legal representation at any coroner’s inquest or inquiry in respect of any death
   3. i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

* 1. all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with Our prior written consent.

1. Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of You or any Person Entitled to Indemnity of any

* 1. mechanically propelled vehicle other than legal liability arising out of
     1. the use of plant as a tool of trade on site
     2. the use of plant at Your Premises
     3. the loading or unloading of any vehicle

except where You are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

* 1. aircraft or other aerial device
  2. aerospatial device
  3. hovercraft
  4. water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

1. Employers’ Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business.

1. Property in Your Custody or Control

Any legal liability for Damage to any Property which belongs to or is held in trust by or is in the custody or control of You other than

* 1. Your directors’, partners’, Employees’ or visitors’ personal effects including vehicles and their contents
  2. premises and their contents which are not owned, leased or rented to You at which You are working in connection with Your Business
  3. premises and their fixtures and fittings which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of Damage to any such premises and their fixtures and fittings.

1. Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. All pollution and contamination which arises out of one incident shall be considered by Us for the purpose of this Policy to have occurred at the time such incident takes place.

### What is covered What is not covered

1. Product Defects and Recall
   1. Any legal liability in respect of loss of or Damage to any product supplied or contract work executed by You caused by any defect or unsuitability for its intended purpose.
   2. Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by You or any contract work executed by You.
2. Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by You for a fee.

1. Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.This exclusion shall not apply if such agreement has been accepted by Us in writing.

1. Fines or Penalties

Any legal liability for

* 1. fines or penalties
  2. the costs of appeal against any improvement or prohibition notices
  3. fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  4. compensation ordered or awarded by a Court of Criminal Jurisdiction
  5. aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

1. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

* 1. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

* 1. the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

1. War and Allied Risks

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### What is covered What is not covered

1. Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

1. Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

1. Illegal Activities

Any legal liability arising from the Residential Property being used by occupants for illegal activities.

1. Contribution

Your Contribution as shown in the Schedule in respect of

* 1. the claimants damages
  2. the claimants costs and expenses.

# Extensions to Section 2

### THIS SECTION ALSO COVERS

**What is covered What is not covered**

1. Cross Liabilities

If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each

Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.

1. Compensation for Court Attendance

If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below

* 1. for any director or partner of Yours £500 per day
  2. for any Employee £250 per day.

1. Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

* 1. Injury to others, or
  2. Damage to Property belonging to others

arising out of the use of any motor vehicle by an Employee in the course of the Business which is not Your Property nor provided by You.

1. Damage to the vehicle or its contents.
2. Any legal liability caused while the vehicle is being driven by You.
3. Where cover is provided by any other insurance policy.
4. Any legal liability caused while the vehicle is being driven outside of

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

4 Personal Legal Liabilities whilst Overseas

We will cover You or at Your request Your directors, partners, Employees or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

1 Any legal liability arising out of

1. the ownership or occupation of land or buildings
2. where cover is provided by any other insurance policy
3. all exclusions shown under ‘What is not covered’.

5 Data Protection Act 1998

Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that:

1. You are registered in accordance with the terms of the Act, or
2. You have applied for registration and it has not been refused or withdrawn.
3. You have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at Your request Your directors, partners or

Employees under this Extension.

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.

1. Any legal liability You have to pay fines or penalties.
2. The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.
3. Where cover is provided by any other insurance.
4. Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
5. Any claim arising from or caused by circumstances notified to any of

Your previous insurers.

1. Any claim arising from circumstances known to You at the time You

took out this Insurance.

### What is covered What is not covered

6 Premises occupied for Residential Purposes

In respect of Premises occupied for residential purposes the Definition of Person Entitled to Indemnity is extended to include

1. the Residents
2. the managing agents
3. the Residents’ Association
4. the owner or lessee

of such Premises against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

provided that such persons

* 1. are not entitled to indemnity from any other source
  2. shall keep to the terms, conditions and limitations of this Policy

so far as they can apply.

1 Any legal liability of any Resident arising from their occupation (and not ownership) of the Residential Property in which they

are residing.

7 Defective Premises Act

Your legal liability in respect of Injury or Damage to Property under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

# Property Owners’ Liability - how We settle claims

### How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

Your Contribution, as shown in the Schedule, is payable before We will be liable to make any payment.

### The most We will pay

In respect of any one Event the most We will pay is the Limit of Indemnity shown under Section 2 (Property Owners’ Liability) in Your Schedule.

In respect of all incidents considered by Us to have occurred during any one Period of Insurance in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most We will pay is the Limit of Indemnity in respect of Pollution shown under Section 2 (Property Owners’ Liability) in Your Schedule.

### Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Section 2 (Property Owners’ Liability) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which We are liable under this Policy and which were incurred by You prior to the date of such payment.

### Parties to the contract of insurance

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 2 (Property Owners’ Liability) in Your Schedule.

The most We will pay in respect of all incidents considered by Us to have occurred during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 2 (Property Owners’ Liability) in Your Schedule.

The most We will pay in respect of all damages arising out of all claims during any one Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the Limit of Indemnity shown under Section 2 (Property Owners’ Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal

entity so that there will be only two parties to the contract of insurance namely Us and You.

# Section 3 Legal Defence Costs

### THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWNAS INCLUDED INTHE SCHEDULE

**What is covered What is not covered**

Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to Your Employees.

We will pay

1. legal costs and expenses incurred with Our written consent
2. costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

1. a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

1. the health, safety and welfare of a director, partner or Person Employed.
2. Fines or Penalties
   1. Fines or penalties of any kind.
   2. The costs of appeal against any improvement or prohibition notices.
   3. Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
   4. Compensation awarded by a Court of Criminal Jurisdiction.
3. Other Insurances

Where cover is provided by any other insurance policy.

1. Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.

1. Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.

Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

1. legal costs and expenses incurred with Our written consent
2. costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

1. i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of any person other than a director, partner or Person Employed

1. a breach of Part II of the Consumer Protection Act 1987
2. a breach of Part II of the Food Safety Act 1987.
3. Fines or Penalties
   1. Fines or penalties of any kind.
   2. The costs of appeal against any improvement or prohibition notices.
   3. Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
   4. Compensation awarded by a Court of Criminal Jurisdiction.
4. Other Insurances

Where cover is provided by any other insurance policy.

1. Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.

1. Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.

# Legal Defence Costs - how We settle claims

### How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under Your Policy We will pay the costs that You have incurred with Our written consent and the costs awarded against You and at Your request any of Your directors, partners or any Person Employed.

We shall pass notification to an independent third party service provider with whom We have an agreement and which shall administer the claim on Our behalf.

### The most We will pay

Irrespective of the number of Persons Entitled to Indemnity the most We will pay in any one Period of Insurance for legal defence costs is the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

### Our right to pay the full limit at any time

We may pay the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims You have notified to Us can be settled. We will then relinquish control of such claims and be under no further liability in respect of legal defence costs. We shall pass notification of any claim for legal defence costs to the third party provider approved by Us.

### Parties to the contract of insurance

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

For the purposes of the Limit of Indemnity all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal

entity so that there will be only two parties to the contract of insurance namely Us and You.

# Section 4 Legionellosis Liability

### THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWNAS INCLUDED INTHE SCHEDULE

This section is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with Our written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity shown in the Schedule.

### What is covered What is not covered

Any Person Entitled to Indemnity is covered 1 Claims outside the Period of Insurance

1. up to the Limit of Indemnity against legal liability for damages and/or costs to others as a result of accidental Injury to any person caused by Legionellosis in connection with the Business
2. in respect of
   1. claimants costs and expenses which You are legally liable to pay in connection with any claim
   2. the costs of legal representation at any coroner’s inquest or inquiry in respect of any death
   3. i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

* 1. all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with Our prior written consent.

Any claim which is first made in writing to You (or any other Person Entitled to Indemnity) outside of the Period of Insurance.

1. Late Notification

Any claim where first notification of any circumstance that

* 1. has caused Injury or
  2. is alleged to have caused Injury or
  3. can be expected to give rise to a claim

is made to Us after 30 days following the expiry of the Period of Insurance.

1. Pre-existing Legionellosis

Any legal liability in respect of Legionellosis where the Legionellosis

commenced prior to the start date of this Insurance.

1. Product Liability

Any legal liability arising from any product supplied or contract work executed by You.

1. Professional Risks

Any legal liability arising from or in connection with any advice, design or specification.

1. Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.This exclusion shall not apply if such agreement has been accepted by Us in writing.

1. Fines or Penalties

Any legal liability for

* 1. fines or penalties
  2. the costs of appeal against any improvement or prohibition notices
  3. fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  4. compensation ordered or awarded by a Court of Criminal Jurisdiction
  5. aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### What is covered What is not covered

1. Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

* 1. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

* 1. the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

1. War and Allied Risks

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

1. Illegal Activities

Any legal liability arising from Residential Property being used by occupants for illegal activities.

1. Contribution

Your Contribution as shown in the Schedule in respect of

* 1. the claimants damages
  2. the claimants costs and expenses.

# Extensions to Section 4

### THIS SECTION ALSO COVERS

**What is covered What is not covered**

1. Cross Liabilities

If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each

Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.

1. Compensation for Court Attendance

If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below

* 1. for any director or partner of Yours £500 per day
  2. for any Employee £250 per day.

# Legionellosis Liability - how We settle claims

### How We settle claims for Your legal liabilities arising from Legionellosis

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

All claims caused by the same isolated, repeated or continuing incidence of Legionellosis shall be considered to have been made in the Period of Insurance when the first claim was made in writing to You (or any other Person Entitled to Indemnity) and notified to Us or when the first notification of any circumstance was first made to Us.

Your Contribution in respect of damages, costs and expenses, as shown in the Schedule, is payable before We will be liable to make any payment.

### The most We will pay

The most We will pay for any one claim in respect of Your Legionellosis liability including all Your costs and expenses and those of the claimant is the Limit of Indemnity shown under Section 4 (Legionellosis Liability) in Your Schedule.

### Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Section 4 (Legionellosis Liability) on Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them.

### Parties to the contract of insurance

The most We will pay in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the Limit of Indemnity shown under Section 4 (Legionellosis Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal

entity so that there will be only two parties to the contract of insurance namely Us and You.

**THIS INSURANCE ONLY APPLIES WHERE SHOWNAS INCLUDED IN THE SCHEDULE**

# Legal Expenses Insurance Section 1 Employment

### What is covered What is not covered

1. The defence of any Legal Proceedings, brought in an employment tribunal, arising from a dispute with an Employee, ex-Employee or prospective Employee relating to
   1. the contract of employment with You

or

* 1. actual or alleged breaches of their statutory rights under employment legislation

1. The pursuit of any Legal Proceedings to recover possession of premises which are owned by You but occupied by Your Employee or ex-Employee

provided that

1. You have sought and followed advice from Our Legal Advice

service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an Employee’s contract of employment or dismissing an Employee (whether or not by reason of redundancy)

1. You agree to appoint Our Administrator’s approved consultant

as Your Appointed Representative in accordance with Requirement 4 A) i).

1. Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.
2. Legal Expenses arising from or relating to
   1. any benefit due under a contract of employment
   2. any payment made in respect of redundancy
   3. the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970
   4. any claim where You do not appoint the Appointed Representative in accordance with Requirement 4 A) i)
   5. any dispute that arises within three months of the inception of the Insurance
   6. a dispute within the first six months of the Insurance where a warning was given to an Employee six months prior to the inception of the Insurance
   7. any compensatory award made against You relating to
      1. trade union activities including membership or non- membership
      2. pregnancy, maternity or paternity rights
   8. any award made because of Your failure to provide written reasons for dismissal
   9. any compensatory award specified in a reinstatement or re- engagement order or made because of Your failure to provide written reasons for a dismissal
   10. any awards to the extent that they relate to contractual rights accruing to the Employee, ex Employee or prospective

Employee prior to the actual or alleged breach of the actual or alleged contract of employment

* 1. a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

# Section 2 Prosecution

### What is covered What is not covered

The defence of any Legal Proceedings arising from

1. any actual or alleged act or omission by You relating to an appeal against the service of an improvement, prohibition or suspension notice under the
   1. Health and Safety at Work etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978
   2. Food Safety Act 1990
   3. Consumer Protection Act 1987
2. civil action taken against You for
   1. wrongful arrest in respect of an accusation of theft
   2. any activities as a trustee of a pension fund set up for the benefit of Your Employees
3. Your prosecution in a Court of criminal jurisdiction.

The cover provided under this Section will apply to any other Insured Person in like manner to You at Your request.

1. Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.
2. Legal Expenses
   1. arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
   2. arising from or relating to any Legal Proceedings relating to any alleged deliberate or intentional act unless charges are dismissed or You are acquitted
   3. incurred in a Magistrates’ Court that are in excess of what would be allowed if a full Representation Order had

been granted

* 1. incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order
  2. in respect of a claim where it is alleged that You have breached the terms and conditions of a Representation Order
  3. arising from or relating to a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

# Section 3 Property

### What is covered What is not covered

The pursuit or defence of Legal Proceedings relating to Your rights as the owner or occupier of Property physically occupied by You

provided that

1. You have suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended
2. You agree to use alternative dispute resolution to attempt to settle any dispute if Our Administrator considers it to be appropriate
3. the Property has been disclosed to Us in writing.
4. Any amount in excess of the Limit of Indemnity for Any One Claim

shown in the Schedule.

1. Legal Expenses arising from or relating to
   1. any review of the Rent payable for leasehold Property
   2. the recovery of Rent payable
   3. freehold title, lease, tenancy or licence disputes
   4. mining or other subsidence or heave
   5. a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   6. a contract entered into by You
   7. any dispute
      1. arising from the compulsory purchase, confiscation, nationalisation, requisition or Damage to any freehold or leasehold Property
      2. over restrictions or controls placed on any freehold or leasehold Property
      3. arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works

by or on behalf of any government, public or local authority, except in so far as the claim relates to Damage arising from such activities.

# Section 4 Taxation

### What is covered What is not covered

1. Entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998.This includes responding at a tribunal hearing.
2. Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from

and related to an expression of dissatisfaction with Your PAYE or National Insurance Contribution affairs.

1. An appeal against a written VAT decision or assessment issued by HM Revenue & Customs.This includes the local review procedure and any VAT Tribunal.
2. Any amount in excess of £25,000 for Any One Claim.
3. Legal Expenses arising from or relating to
   1. any tax avoidance scheme undertaken by You
   2. an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations
   3. any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance
   4. any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising
   5. Your actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown We shall be entitled to recover any claim settlement made in this respect
   6. any issue of law, practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are otherwise covered under this Insurance
   7. any enquiry arising from an enquiry into earlier year’s tax return(s) or a tax return already under enquiry
   8. enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing
   9. any criminal prosecution
   10. a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

# Section 5 Data Protection

### What is covered What is not covered

1. The defence of any Legal Proceedings brought against You for compensation under Section 13 of the Data Protection Act 1998 provided that You are already registered with the Data Protection Commissioner
2. An appeal by You against
   1. the refusal of Your application for registration by the Data Protection Commissioner
   2. the refusal of an application for alteration of registered particulars by the Data Protection Commissioner
   3. an enforcement notice
   4. a de-registration notice
   5. a transfer prohibition notice

provided that You agree to appoint Our Administrator’s approved consultant as Your Appointed Representative in accordance with Requirement 4 A) i).

1. Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.
2. Legal Expenses arising from or relating to
   1. any criminal prosecution
   2. any legal action concerning the grant and/or execution of a warrant of entry
   3. any claim where You do not appoint Our Administrator’s approved consultant as the Appointed Representative in accordance with Requirement 4 A) i)
   4. a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

# Section 6 Bodily Injury

### What is covered What is not covered

The pursuit of compensation following an Event which causes death of or bodily injury to any Insured Person if requested by You.

This cover also extends to include members of the Insured Person’s family who suffer bodily injury following an Event that also causes bodily injury to the Insured Person.

1. Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.
2. Legal Expenses arising from or relating to
   1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
   2. the defence of any claim for bodily injury
   3. a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.

# Section 7 Contract

### What is covered What is not covered

The pursuit or defence of Legal Proceedings arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services

provided that

1. the amount in dispute exceeds £1,000
2. You entered into the contract or alleged contract during the Period of Insurance.
3. Any amount in excess of £5,000 for Any One Claim.
4. Legal Expenses arising from or relating to
   1. an undisputed debt owed to You
   2. any licence or franchise agreements
   3. a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
   4. the letting or tenancy of Property
   5. any computer software or hardware that has been tailored by or on behalf of a supplier or You
   6. the construction, extension, alteration, demolition, repair, renovation or refurbishment of any Property
   7. the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.

# Section 8 Eviction Proceedings

### THIS SECTION ONLY APPLIES TO PREMISES SOLELY OCCUPIED AS RESIDENTIAL PROPERTY

**What is covered What is not covered**

Legal Expenses to pursue eviction proceedings against a Tenant or Guarantor to recover possession of the Residential Property where the Tenant fails to perform their obligations set out in the Tenancy Agreement relating to the rightful occupation of the Premises.

1. Any amount in excess of £25,000 in respect of an Insured Incident.
2. Legal Expenses arising from or relating to an Insured Incident
   1. where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference
   2. arising from or connected to Your performance of Your obligations under the Tenancy Agreement or where there are insufficient prospects of success in the proceedings due to the terms of the Tenancy Agreement being unenforceable
   3. arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory
   4. where the amount in dispute is less than £250 including VAT
   5. falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
   6. relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as

amended) or any equivalent Act outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

* 1. where the Premises are not solely occupied as Residential Property
  2. where the Tenant is not aged 18 years or over
  3. where You have allowed the Tenant into possession of the Premises before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, all necessary statutory pre-grant notices to the Tenant have been issued, the first month’s Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant
  4. where the initial Tenancy Agreement is for a fixed term in excess of 12 months
  5. where You have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of this insurance have been complied with
  6. if You or Your Agent gave any false or misleading information when You applied for the Tenant Reference
  7. where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement
  8. where You are in breach of any rules, regulations or Acts of Parliament relating to the Deposit

### What is covered What is not covered

* 1. in relation to dilapidations by the Tenant to the Premises or its contents where You have a policy of insurance that covers the dilapidations
  2. relating to any occupant of the Premises over the age of 18 other than the Tenant
  3. where Legal Expenses have been incurred as a result of

Your failure to follow the advice of Our Administrator’s Legal Services Centre or arising from Your failure to take any action recommended by Our Administrator or their Legal Services Centre to recover possession of the Premises as promptly

as possible.

1. Legal Expenses in respect of
   1. any Insured Incident that occurs within the first 90 days of the Period of Insurance where the Tenancy Agreement

commenced before the Period of Insurance unless You had continuous previous insurance

* 1. any act, omission or delay that prejudices Your or Our position in connection with the Legal Proceedings or prolongs the length of the claim
  2. any claim arising from a dispute between You and Your Agent

or mortgage lender

* 1. any Insured Incident that began to occur or had occurred before You purchased this Insurance
  2. any claim where You should reasonably have realised when purchasing or renewing this Insurance that a claim under this Insurance might occur
  3. any claim where You fail to give proper information to Our Administrator or to the Appointed Representative
  4. any claim relating to or arising from works undertaken or to be undertaken by or under the order of any government or public or local authority
  5. any claim relating to or arising from Planning law
  6. any claim relating to or arising from the construction of or structural alteration to buildings
  7. any claim relating to or arising from defamation or malicious falsehood
  8. any claim relating to or arising from divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
  9. any claim relating to or arising from a venture for gain or business project of Yours other than in relation to Your activities as a Landlord
  10. any dispute or disputes between persons insured under this Policy
  11. any application for Judicial Review
  12. any claim relating to or arising from a novel point of law
  13. any claim which is not submitted to Us within 45 days of the

Insured Incident occurring

### What is covered What is not covered

* 1. any avoidable correspondence or Legal Expenses which are recoverable from a court, tribunal or other party
  2. any damages, interest, fines or costs awarded in criminal courts
  3. Legal Proceedings for which You have cover or would be entitled to be covered under any other insurance policy
  4. Legal Expenses that have not been agreed in advance or are above those for which Our Administrator has given their prior written approval
  5. Legal Expenses that are in excess of the Standard Legal Expenses
  6. claims made by or against Us, Our Administrator, the Agent

or the Appointed Representative

* 1. any claims relating to appeals where Our Administrator has not given their prior written consent
  2. any Legal Expenses incurred prior to the issue of Legal Proceedings or, unless a conflict of interest arises, for the costs of any legal representative other than those of the Appointed Representative.

# Extensions to Cover

### THIS INSURANCE ALSO COVERS

**What is covered What is not covered**

1. Jury Service Allowance

The loss of income, salary or wages of any Insured Person in respect of that person’s obligation to attend Court for jury service insofar as it is not recoverable from the relevant Court

provided that such attendance commences during the Period of Insurance and within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Limit of Indemnity - £150 per person per day.

1. Witness Attendance Allowance

The actual loss of earnings incurred when any Insured Person is absent from work attending Court as

* 1. a witness for You at the request of the Appointed Representative

or

* 1. a defendant

provided that a claim has been admitted under ‘What is covered’.

Limit of Indemnity - £150 per person per day.

1 Any amount in excess of £10,000 in any one Period of Insurance.

### THIS INSURANCEALSO DOES NOT COVER IN RESPECT OF SECTIONS 1 – 7

Legal Expenses in respect of

1. any matter to which Our Administrator has not given their written consent
2. the defence of any civil Legal Proceedings made or brought against

You arising from any actual or alleged

* 1. death, bodily injury, disease or illness of any person
  2. Damage to any Property including loss of use of such Property
  3. breach of any professional duty
  4. breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation

1. any non-contentious matters
2. any fees that are in excess of the Standard Legal Expenses where You have nominated Your own representative to act as the Appointed Representative
3. any Legal Proceedings brought or transferred outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or Legal Expenses incurred outside such territories
4. any Legal Proceedings where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial valuation of Your claim

### What is covered What is not covered

1. any Legal Proceedings for which You are covered or entitled to be covered under any other insurance policy or any policy which You are required to hold by law
2. any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this Policy and which You knew (or ought reasonably to have known) was likely to give rise to Legal Proceedings
3. any Legal Proceedings arising from
   1. Your intentional wrongdoing
   2. an act or omission with reckless disregard as to its consequences
4. any dispute between You and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at Your request
5. damages, fines or penalties of any nature incurred by You in Legal Proceedings
6. any VAT attaching to Legal Expenses incurred with Our Administrator’s consent which is recoverable by You
7. the defence of any Legal Proceedings arising from or relating to Your actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended
8. the pursuit or defence of any action alleging defamation or malicious falsehood
9. the pursuit or defence of any Legal Proceedings relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information
10. the pursuit or defence of Legal Proceedings between You and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law
11. an application for judicial review
12. the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind
13. any Legal Proceedings arising directly or indirectly from
    1. the transmission or impact of any Virus
    2. Failure of a System

but this does not apply to any claim relating to compensation for bodily injury

1. any Legal Proceedings directly or indirectly caused by or contributed to or arising from
   1. ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Acts of Parliament and Regulations**

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

# Legal Expenses Insurance -

how We settle claims in respect of Sections 1- 7 of this Insurance

We will pay the amount of Legal Expenses arising from any Legal Proceedings covered by Sections 1 – 7 of this Insurance that

1. are notified to Us during the Period of Insurance

and

1. arise from the conduct of Your Business

and

1. are made by or brought against You or any other Insured Person, within the jurisdiction of a Court within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay You a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the Legal Expenses. Such a decision will be entirely at Our Administrator’s discretion and will be in full and final settlement of Your claim.

In circumstances where Our Administrator has chosen a representative to act on Your behalf as detailed in Requirement 4 A) We will pay Legal Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where You have chosen Your own Appointed Representative

* 1. any Legal Expenses incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and the claim is covered under all other terms and conditions of this Insurance
  2. We will not pay more than Standard Legal Expenses.

# Legal Expenses Insurance -

how We settle claims in respect

# of Section 8 (Eviction Proceedings) of this Insurance

We will pay the amount of Legal Expenses covered by Section 8 of this Insurance where

* + 1. the Insured Incident takes place in the Period of Insurance and within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

and

* + 1. The Legal Proceedings take place in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

In the event of a valid claim Our Administrator’s panel Solicitors or their agents will handle Your case. You are not covered for any other legal representative’s fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to Us within 45 days of the Insured Incident. Notification will only be deemed to have been made upon receipt by Us of a fully completed claim form together with all requested

supporting documentation. Failure to notify the claim within this time will invalidate the insurance and result in the claim not being paid.

# Requirements which You must comply with to benefit from cover under Sections 1 – 7

of this Insurance

### Notification of Claims

It is a requirement of this Insurance that You must notify Us in writing immediately You are aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving You. We will pass notification to Our Administrator who will then administer claims settlement.

Where such notification has been given We agree to treat any subsequent Legal Proceedings in respect of the circumstances notified as though the Legal Proceedings had been made or brought during the Period of Insurance.

If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

### SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal You must immediately forward it to Our Administrator with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 28 days statutory time limit this must be done immediately.

Failure to comply with this Special Procedure may result in Us not paying Your claim.

### Consent

Our Administrator’s consent to pay Legal Expenses must be obtained in writing. Legal Expenses incurred before such consent is given will not be covered.

Consent will be given if You can satisfy Our Administrator that

* 1. there are reasonable prospects of successfully pursuing or defending the Legal Proceedings

and

* 1. it is reasonable in all the specific circumstances of the case for

Legal Expenses to be provided.

The decision to grant consent will take into account the advice of Your Appointed Representative as well as that of Our

Administrator’s own advisers. Our Administrator may require, at Your expense, an opinion of Counsel on the merits of the Legal Proceedings. If the claim is subsequently admitted Your costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of Legal Proceedings You no longer satisfy requirements 2 A) and B) above We may discontinue cover in respect of this claim.

If You decide to commence or continue Legal Proceedings for which Our Administrator has denied support under 2 A) above and You are successful, We will pay Legal Expenses as if Our Administrator had given their consent in the first instance.

### Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that You must take all reasonable measures to minimise the risk or likelihood of claims and the cost of Legal Proceedings.This includes, but is not limited to, You and Your agent or Appointed Representative complying with any pre-action protocol, costs protocol or other protocol that applies to any Legal Proceedings which form the basis of a claim under this Insurance.

Failure to comply with this requirement may result in Us not paying Your claim.

### Conduct of Legal Proceedings

* 1. Nomination of the Appointed Representative
     1. In respect of any claim where We may be liable to pay an award of compensation under Section 1 or Section 5 Our Administrator has the right to choose the Appointed Representative.
     2. In respect of all other claims covered by this Insurance At the point where Court papers need to be issued or

have been received or where there is a conflict of interest

You are free to choose a suitably qualified Appointed Representative.

Where You have selected an Appointed Representative of Your own choice We will only pay Standard Legal Expenses. Any amount in excess of Standard Legal Expenses will be Your own responsibility.

In selecting the Appointed Representative You have a duty to minimise the cost of Legal Proceedings.

If Your choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case We will not pay for this work to be done.

If there is any disagreement as to whether Legal Proceedings are necessary You can take the matter to an independent arbitrator as detailed in Requirement 4 J).

* + 1. In the period before Our Administrator agrees that Legal Proceedings are necessary Our Administrator reserves the right to seek to obtain a settlement on Your behalf. The settlement will be subject to Your agreement which You will not unreasonably refuse.

Any representative is appointed in Your name to act for You.

* 1. All information to be given to the Appointed Representative

The Appointed Representative must be given all information and assistance required.This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in Your possession. You must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. You owe the same obligations to Our Administrator as to the Appointed Representative.

* 1. Access to the Appointed Representative

Our Administrator is entitled to obtain from Your Appointed Representative any information, document or advice relating to a claim under this Insurance whether or not privileged. On request You will give any instructions necessary to ensure such access.

* 1. Instruction of counsel or appointment of expert witnesses

If the Appointed Representative wishes to instruct counsel or appoint expert witnesses Our Administrator will not unreasonably withhold their consent.The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

* 1. Claims below the small claims track limit

Where a claim for Legal Expenses is unlikely to exceed the small claims track limit Our Administrator may carry out their own investigation and may attempt to negotiate a settlement. You will not unreasonably withhold agreement to any such settlement.

* 1. Offer of settlement

You must inform Our Administrator in writing as soon as an offer to settle Legal Proceedings is received or a payment into Court is made. You will not unreasonably withhold consent to the Appointed Representative making an offer to settle the Legal Proceedings.

You must not enter or offer to enter into any agreement to settle without Our Administrator’s prior written consent. Any such agreement must take into account Our interest in the recovery of costs.

If You unreasonably withhold agreement to a settlement Our Administrator reserves the right to withdraw Our support.

* 1. Withdrawal by You

Where We have provided cover for Legal Expenses and You withdraw from the Legal Proceedings without Our Administrator’s agreement We shall be entitled to reimbursement for all Legal Expenses paid.

* 1. Payment of legal expenses

All bills relating to any Legal Proceedings which You receive from the Appointed Representative should be forwarded to Our Administrator without undue delay.

Bills must be certified by You to the effect that the charges have been properly incurred and that Our Administrator is authorised to settle on Your behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested You must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or Court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any Legal Expenses does not imply that all Legal Expenses will be paid. If You are in doubt Our Administrator should be consulted.

You must not, without Our Administrator’s written consent, enter into any agreement with the Appointed Representative as to the payment of Legal Expenses.

* 1. Recovery of costs and expenses

You, through the Appointed Representative, will be responsible for the repayment to Us of any

* + 1. awards of costs in favour of You

or

* + 1. costs agreed to be paid to You as part of any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity You and We will share any Legal Expenses that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the Limit of Indemnity You and We will have priority over any other parties with an interest in any costs recovery. You and We shall share such recovery according to the proportion paid, subject to Our right of recovery being restricted to the Limit of Indemnity.

* 1. Arbitration

Any dispute between You and Us in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the

arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour Your costs shall not be recoverable under this Insurance.

### Appeal Procedure

Our Administrator’s consent must be obtained if You wish to appeal against the judgment of a Court. A written application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal. Our Administrator will inform You of their decision.

You must co operate in an appeal against the judgment of a Court

at Our Administrator’s request.

### Record Keeping

It is a requirement of this Insurance that You must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Failure to comply with this requirement may result in Us not paying Your claim.

# Requirements which You must comply with to benefit from cover under Section 8 (Eviction Proceedings) of this Insurance

### Rent Arrears

* 1. If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the default. If the Rent is not paid within a further seven days the Tenant and any Guarantor must be contacted again. If the Tenant and Guarantor cannot be contacted and it is lawful to do so You or Your Agent must serve notice of a requirement to undertake an inspection in accordance with Your rights within the Tenancy Agreement and visit the Premises. You should seek advice from Our Administrator’s Legal Services Centre if You are unsure that such an inspection is lawful.
  2. You and Your Agent must act promptly to gain vacant possession of the Premises and recover Rent arrears.
  3. In the event of a claim You or Your Agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the Tenant has vacated the Premises.

### Notification of Claims

It is a requirement of this Insurance that You must report claims as soon as reasonably possible within 45 days of the Insured Incident by completing and submitting the claim form with all relevant information.

You must supply at Your own expense all of the information which Our Administrator reasonably requires to decide whether a claim may be accepted.

### Nomination of the Appointed Representative

* 1. If court proceedings are required You are free to choose a suitably qualified Appointed Representative.

Where You have selected an Appointed Representative of Your own choice We will only pay Standard Legal Expenses. Any amount in excess of Standard Legal Expenses will be Your own responsibility.

In selecting the Appointed Representative You have a duty to minimise the cost of Legal Proceedings.

If Your choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case We will not pay for this work to be done. We will not pay Your choice of representative more than Standard Legal Expenses.

Any representative is appointed in Your name to act for You.

* 1. In the period before Our Administrator agrees that Legal Proceedings are necessary Our Administrator reserves the right to seek to obtain a settlement on Your behalf.The

settlement will be subject to Your agreement which You will not unreasonably refuse.

* 1. The Appointed Representative will
     1. provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained
     2. keep Our Administrator fully advised of all developments and provide such information as they may require
     3. keep Our Administrator regularly advised of Legal Expenses incurred
     4. advise Our Administrator of any offers to settle and payments in to court. If contrary to the advice of Our Administrator’s Legal Services Centre such offers or payments are not accepted there shall be no further cover for Legal Expenses unless Our Administrator agrees in their absolute discretion to allow the case to proceed
     5. submit bills for assessment or certification by the appropriate body if requested by Our Administrator
     6. attempt recovery of costs from third parties.
  2. We shall only be liable for costs for work expressly authorised by Our Administrator in writing and undertaken while there are reasonable prospects of success.

### Information

You shall supply all information requested by the Appointed Representative and Our Administrator.

### Court Hearings

You must attend any court hearing in relation to an Insured Incident if requested to do so by Our Administrator or the Appointed Representative. Failure to attend will result in all cover under this Insurance being withdrawn with immediate effect and no further claim payments being made.

### Withdrawal by You

You are liable for any Legal Expenses if You withdraw from the Legal Proceedings without Our Administrator’s prior consent. Any costs already paid by Us will be reimbursed by You.

### Recovery of Costs and Expenses

Any monies recovered from the Tenant or Guarantor will be retained by Our Administrator to pay for any Legal Expenses or Rent that has been paid by Us under this Insurance.

Our Administrator has the right under subrogation to pursue Legal Proceedings against the Tenant or any Guarantor to recover Legal Expenses on Our behalf.

### Arbitration

Any dispute between You and Us shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination.The arbitration will be binding and carried out under the Arbitration Act.The costs of the arbitration will be at the discretion of the arbitrator.

### Reasonable Prospects

On a continual basis You need to satisfy Our Administrator that You have a reasonable prospect of success in the action You are proposing to take or are taking. If you cannot satisfy Our Administrator We may decline support or any further support. In forming this view We may take into account

* 1. the amount of money at stake
  2. the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
  3. the prospects of winning the case
  4. the prospects of being able to enforce a judgment
  5. the fact that Your interests could be better achieved in another way.

# Claims Conditions

The following conditions apply except where otherwise detailed under “Requirements which You must comply with” in respect of Legal Expenses Insurance.

### Making a Claim

Where an Event which could give rise to a claim under this Policy

happens You will

* 1. tell Us as soon as reasonably practicable and no later than
     1. 30 days of Your becoming aware of the Event or occurrence

or

* + 1. 7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

provide Us with all information and help We reasonably require in respect of the claim and where requested by Us and at Your expense, written details containing as much information as possible on the Event, Damage, accident or Injury including (to the extent possible) the amount of the claim

* 1. notify the police within 24 hours of Damage caused by malicious persons or thieves
  2. take all reasonable action to minimise or eliminate any interruption of or interference with the Business
  3. not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent
  4. pass to Us immediately, unanswered, all communications from third parties in relation to any Event which may result in a claim under this Policy
  5. tell Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document You receive in relation to any such matter
  6. provide Us with such books of account or other business books or documents or such proofs as may reasonably be required by Us for investigating or verifying the claim
  7. provide to Us (if required) a statutory declaration of the truth of the claims and any related matter.

### Our Control Of Claims

We will be entitled

* 1. on the happening of any Damage to the property insured to enter, take and keep possession of the Building where Damage has happened, to take and keep possession of the property, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing Our right to rely on any conditions of this Policy.This Policy will be proof of leave and license for such purpose
  2. at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any Event insured by this Policy. You will give all information and assistance reasonably required
  3. to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably practicable but You will not be entitled to abandon any property to Us
  4. at Our option to repair or replace the property or any part of the property for which We may be liable under this Policy, provided that We will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

We will not enforce rights against

* + 1. a tenant in respect of Damage to the part of the Buildings occupied by that tenant or to common parts of the Buildings unless Damage arises out of a criminal, fraudulent or malicious act
    2. any Company being Parent of or Subsidiary to You or any Company which is a Subsidiary of a Parent Company of which You are Yourselves a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986.

### Conditions

No claim under this Policy shall be payable unless the terms of Claims Condition 1 have been complied with.

### Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by You, any director, partner, principal or Employee of Yours or any person acting on Your or their behalf to obtain any benefit under this Policy or if any Damage is deliberately caused by You or with Your knowledge then all benefit under this Policy shall be forfeited.

### Other Insurance

If You claim under this Policy for something which is also covered by another policy, We will only pay Our proportionate share of the claim. You should give Us full details of the other policy.

This condition does not apply the Contingent Motor Liability cover under Liabilities Insurance - Section 2 Property Owners’ Liability.

### Arbitration (Not applicable to Liabilities Insurance or Legal Expenses Insurance)

If there is any disagreement between You and Us as to the amount to be paid under this Policy, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour Your costs shall not be recoverable under this Policy.This procedure does not prejudice any right of recourse You have to any other complaints procedure to which We subscribe or to the courts.

### Adjudication

On receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy You shall provide immediate notice of this to Us.

# Policy Conditions

### Alteration of Risk

This Policy shall be avoided by Us if and when

* 1. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued

or

* 1. You cease to have an interest that is insurable for example; the Premises have been sold to a third party. However this right to avoid the Policy does not apply in the event of Your death

or

* 1. there are any significant alterations including
     + if the Buildings are not in a good state of repair
     + if any work is being carried out on the Buildings other than routine maintenance or decoration
     + any change in tenancy of the Buildings (other than in respect of Residential Properties which remain in the same type of residential use shown in the Schedule)
     + disposal or acquisition of Buildings
     + if any building, demolition or excavation work is being carried out on an adjoining premises
     + any other change in circumstances which increases the risks insured against under this Policy

unless such alteration is notified to Us and We confirm that We

are happy to accept the change.

However, Your interest in this Policy shall not be prejudiced by

1. structural repairs or other minor alterations and general maintenance work undertaken
2. any increase in risk of Damage resulting from an alteration, act or omission which occurs without Your knowledge or consent

provided We are notified immediately You are aware of the above alterations and any additional premium required is paid.

### Security and Inspection of Unoccupied Buildings

Unless agreed by Us in writing to the contrary, You must ensure that in respect of

* any Residential Property which has been Unoccupied for over 45 consecutive days
* Unoccupied Blocks of Flats
* any other Building or part of a Building which becomes

Unoccupied

* 1. gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are kept shut off at the switch or stopcock where they enter the Buildings (or, in the case of individual Flats or portions of a Building, where they enter the Flat or Unoccupied part of the Building)
  2. all water and heating systems are completely drained
  3. the Buildings are kept secured by

1. the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters, except in respect of Unoccupied Flats where alternative door locks

conforming to BS3621 may be used to secure individual residences

1. the use of window locks – where locks are not fitted windows must be screwed shut
2. repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
3. sealing all letterboxes or fitting a stout steel cage internally
   1. the Buildings and external areas immediately surrounding the Buildings are kept free of all unfixed combustible materials, including removal of junk mail and newspapers
   2. any additional requirements put forward by Us are completed within the timescale specified
   3. the Buildings are inspected internally and externally by You or Your representative at least weekly to check that the above requirements are in place.

In the event of a breach of requirements A) to E) You must arrange to carry out the necessary work to satisfy the requirements and notify Us.

Failure to comply with any of these requirements may result in

**Us** not paying **Your** claim.

### Cancelling the Policy

You may cancel this Policy by informing Us in writing, and cancellation will be effective from the date of receipt of Your instructions. If a

Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to Us.

We may cancel this Policy by sending 30 days written notice to Your

last known address.

In the event of cancellation, We will refund the premium You paid for the rest of the insurance period. We will do this only if You have not made a claim during the Period of Insurance.

### Cancelling the Monthly Premium Instalment Agreement

Your Policy has an insurance period of twelve months and Your legal contract with Us is for this period. We may have agreed to You paying Your premium by monthly instalments.

If You miss a monthly premium We, or Your third party credit provider, will send You a notice to Your last known address asking You to pay the premium You have missed. If You do not pay the premium You have missed by the date given in the notice, We will cancel all cover under Your Policy.

If You want to cancel the monthly premium instalment agreement,

You should notify Your credit provider and also tell Your bank, building society or Girobank to cancel Your direct debit arrangement.

### Consumer Credit Termination

We reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement.

You must return Your current Certificate of Employers’ Liability Insurance to Us if We cancel Your Policy.

### Contracts (Rights of Third Parties) Act 1999

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

### Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both You and We may choose the law which

applies to this contract, to the extent permitted by those laws. Unless You and We agree otherwise in writing, We have agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You are based, or, if You are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which You are based.

We and You have agreed that any legal proceedings between You and Us in connection with this contract will only take place in the courts of the part of the United Kingdom in which You are based, or, if You are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which You are based.

### Non-disclosure or Misrepresentation

This insurance Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

### Observance of Terms

It is a condition of Our liability that You observe the terms of this Policy relating to anything to be done or complied with by You except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the

Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees. Failure to comply may result in a claim not being paid or payment reduced.

### Our Liability

All the sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in this Policy, will apply as maximum limits to Our liability irrespective of the number of persons entitled to indemnity under this Policy.

For all purposes, including, but not limited to the application of sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in the Policy, the definition of You shall constitute one insured party, and there shall only be one contract of insurance between that insured party and Us.

### Reasonable Precautions

You must at Your own expense take all reasonable steps to prevent or minimise any Damage or any Injury to Employees or the public.

You must keep all of Your Buildings, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

If You discover any defect or danger, You must make it good as soon as reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

You must exercise care in the selection and supervision of

Employees.

### Statutory Requirements

You must comply with all statutory requirements and other safety regulations imposed by any government or local authority in relation to letting out Your Buildings. Failure to do so may invalidate Your Policy cover.

### Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled We will give You a full refund of premium for any unexpired period of cover. We will do this only if You have not made a claim during the Period of Insurance.

# Definitions -

Words with special meanings

### Administrator

A third party provider appointed by Us to administer claims in respect of Legal Expenses Insurance on Our behalf.

### Agent

A company who acts as a managing agent for You in respect of the Premises.

### Any One Claim

All Legal Proceedings (including any appeal against judgment) arising from or relating to the same Event.

### Appointed Representative

A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for You in accordance with the terms and conditions of Legal Expenses Insurance.

### Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

### Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

### Asbestos Dust

Fibres or particles of Asbestos.

### Building(s)

Buildings (built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the Schedule or Statement of Fact) that are Your Property or Property for which You are responsible situated at the Premises, including

* Your fixtures and fittings including fixed glass and fitted carpets
* tenant’s improvements for which You are responsible in, on or around the Buildings
* furnishings and other contents of common parts of the Buildings
* outbuildings including garages and greenhouses
* closed circuit security TV systems, security equipment, external lighting, television or radio receiving aerials, aerial fittings, masts and satellite dishes
* gangways, pedestrian malls and pedestrian access bridges
* car parks, drives, roads, pavements, footpaths, patios and terraces and similar surfaces all constructed of solid materials
* walls, gates, fences and hedges
* Services
* landscaping excluding external ponds and lakes
* swimming pools, tennis courts and squash courts forming part of

Premises occupied for residential purposes.

### Business

That shown in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include

1. ownership, repair and maintenance of Property insured by this Policy
2. occupation of the Buildings by You but no more than 50% in respect of any one Building
3. provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
4. fire and security services maintained solely for the protection of

Your Buildings

1. private work undertaken by any Person Employed for any of Your

directors, partners or Employees with Your prior consent

1. attendance at or participation in exhibitions, trade fairs or shows by any Employee or director in connection with their employment

but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken Offshore.

### Contribution

The first part of each and every claim as shown in the Schedule which

You and We have agreed will be paid by You.

If cover is provided in respect of an Event under more than one item under the “What is covered” heading within an Insurance or under more than one Insurance section and if a Contribution as defined above applies under more than one such item or Insurance then only the Contribution which is the highest of those which would have applied separately will be deducted from the total claim payment.

### Costs of Reletting

The costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in reletting the Buildings (including legal fees in connection with the reletting) solely as a result of Damage to the Buildings.

### Court

A Court or other competent authority.

### Damage

Accidental loss, destruction or damage.

### Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

### Declared Value

The base value shown against the Buildings item in the Schedule which You consider to represent the cost of rebuilding at the level of costs applying at the start of the Period of Insurance without any provision for inflation.

### Denial of Service Attack (Terrorism Insurance)

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems.

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Deposit

The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Your Agent as an indemnity for losses incurred by You arising from the Tenant failing to perform their obligations set out in the Tenancy Agreement. A minimum amount equal to one months’ Rent must be retained as the Deposit.

### Dilapidations Inventory

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

### Employee(s)

Any individual under a contract of service or apprenticeship with You.

### Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

### Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your Business activities.

### Fees

Any architects’, surveyors’, and legal fees paid by You with Our written consent.

### Flat(s)

A self-contained unit of the residential accommodation forming part of a block of flats or apartments or of any other Building which includes such residential units.

### Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

### Ground Heave

Upward or lateral movement of the site on which Your Buildings stand caused by swelling of the ground.

### Guarantor

The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee

of the Tenant’s performance of their obligations under the Tenancy Agreement.

### Hacking (Terrorism Insurance)

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether Your property or not.

### Indemnity Period

The maximum period from the date of the Damage for which We will pay any loss of Rent, as shown in the Schedule.

### Injury

In respect of Liabilities Insurance Sections 1 and 3 (Part A)

* Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

* Bodily injury, mental injury, death, disease or illness.

In respect of Liabilities Insurance Section 4

* Bodily injury, death, disease or illness of any person other than a

Person Employed.

### Insured Incident

The incident or the first of a series of incidents which may lead to a claim under Section 8 of Legal Expenses Insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

### Insured Person

You or Your directors, partners or Employees.

### Landlord’s Contents

Furniture, carpets (other than fitted carpets), furnishings and all other Property owned by You or for which You are responsible within the Buildings but excluding

* landlord’s fixtures and fittings
* contents in common parts of the Buildings
* moveable Property in the open or in outbuildings
* computer and photographic equipment
* jewellery, stamp, coin and other collections, articles of precious metal, clocks, watches, furs, works of art or paintings
* clothing, personal belongings and pedal cycles
* money, certificates, cheques, securities or other documents of any kind
* motor vehicles (excluding pedestrian-controlled gardening equipment, wheelchairs and vehicles used in or about the Building), caravans, trailers, trains, aircraft, watercraft or parts or accessories for any of them
* stock and materials in trade
* any Property insured under another policy.

### Landslip

Downward movement of sloping ground.

### Legal Expenses

In respect of Sections 1 – 7 of Legal Expenses Insurance:

1. Fees

Any fees and disbursements reasonably and properly incurred by the Appointed Representative or by Our Administrator in connection with any Legal Proceedings.

Where You have chosen Your own Appointed Representative We

will not pay more than Standard Legal Expenses.

1. Costs

Any costs payable by You following

* 1. an award of costs by any Court

or

* 1. an out-of-court settlement made in connection with any Legal Proceedings.You must have obtained Our Administrator’s agreement to any such settlement in accordance with Requirement 4 F).

1. Basic and Compensatory Awards (in respect of Section 1 of Legal Expenses Insurance)
   1. A basic or compensatory award of compensation which You must pay as a result of judgment in a dispute under employment legislation

or

* 1. an out-of-court settlement of a claim under 3 A) above to which Our Administrator has given their prior written consent.

1. Data Protection Awards (in respect of Section 5 of Legal Expenses Insurance)
   1. An award of compensation made against You under Section 13 of the Data Protection Act 1998

or

* 1. an out-of-court settlement of a claim under 4 A) above to which Our Administrator has given their prior written consent.

In respect of Section 8 (Eviction Proceedings) of Legal Expenses Insurance:

Legal fees, costs, disbursements and related taxes reasonably and properly incurred by the Appointed Representative or Our Administrator in Legal Proceedings arising from an Insured Incident.

### Legal Proceedings

In respect of Sections 1 – 7 of Legal Expenses Insurance

* The pursuit or defence of legal or taxation disputes.

In respect of Section 8 (Eviction Proceedings) of Legal Expenses Insurance

* The pursuit of civil legal cases for damages or injunctions.

### Legionellosis

Any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

### Limit of Indemnity

The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

### Limit of Liability

The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

### Loss of Rent

The actual amount of the reduction in the Rent received by You during the Indemnity Period solely as a result of Damage to Buildings.

### Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

### Notice of Adjudication

Any notice issued to a party to a contract to which Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication.

### Nuclear Installation (Terrorism Insurance)

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

1. the production or use of atomic energy or
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 or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor (Terrorism Insurance)

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.

### Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

### Period of Insurance

The period beginning with the “From” date and ending with the “To” date shown in the Schedule and any other period for which We accept Your Premium.

### Person Employed

1. Employee
2. labour master and individuals supplied by him
3. individual employed by labour only sub-contractors
4. self-employed individual (not being in partnership with You)
5. individual hired to or borrowed by You

while under Your direct control and supervision

The Definition of Private Individual includes two or more persons where insurance is arranged in their several names and/or Your title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

### Property

Material Property but shall not include Data.

### Rent (not applicable to Section 8 of Legal Expenses Insurance)

Any money in the nature of Rent including service charges which You

receive from a tenant.

1. individual undertaking study or work experience while under

}

Your supervision

1. voluntary worker

### Person Entitled to Indemnity

1. You
2. Your personal representatives in respect of legal liability incurred by You
3. at Your request
   1. any principal
   2. any of Your directors or partners
   3. any Person Employed

against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

* 1. the officers, committees and members of Your canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  2. any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such directors partners or Employees with Your prior consent

provided that such people shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

### Policy

The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us.

### Premises

The address as shown in the Schedule. **Private Individual (Terrorism Insurance)** Any person other than

1. a Trustee or body of Trustees where insurance is arranged under the terms of a trust
2. a person who owns Residential Property for the purpose of their business as a sole trader.

### Rent (applicable to Section 8 of Legal Expenses Insurance)

The monthly amount payable by the Tenant to You as set out in the

Tenancy Agreement.

### Resident(s)

Any person authorised under the terms of the lease, tenancy agreement or rental agreement who lives in the Residential Property and any member of their family residing with them.

### Residential Property/Properties (not applicable to Terrorism Insurance)

Any house, maisonette or Flat owned by You or for which You are responsible situated at the Premises.

### Residential Property (Terrorism Insurance only)

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

### Schedule

The document providing details of the various Insurances which are included in Your Policy together with the levels of cover applying under each.

### Services

Telephone, gas, electricity and water mains, drains and sewers, electrical instruments, meters, piping, cabling and the like which provide services to or from the Buildings and for which You are responsible.

### Statement of Fact

The document setting out information provided by You or Your

representative as being relevant to the cover that has been applied for.

It also includes assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

### Standard Legal Expenses

The usual fees that would be incurred by Us in nominating Our Administrator’s choice of Appointed Representative.

### Subsidence

Downward movement of the site on which Your Buildings stand by a cause other than the weight of the Buildings themselves.

### System

Computers, other computing and electronic equipment linked to a computer hardware electronic Data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

### Tenancy Agreement

A Tenancy Agreement between You and the Tenant in relation to the

Residential Property which is:

1. an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

or

1. a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and the Premises are let purely for residential purposes of the Tenant’s employees and their family

or

1. a written common law residential Tenancy Agreement created after 28 February 1997 between individuals where the Rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

and which is

* 1. appropriate for the tenancy
  2. signed and independently witnessed by You, the Tenant(s) and, if required as a condition of the Tenant Reference, the Guarantor
  3. free from any unreasonably restrictive covenants.

The initial Tenancy Agreement must be for a fixed term of no more than 12 months.

### Tenant

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

### Tenant Reference

A credit check against the Tenant and any Guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments together with

1. copies of two forms of identification one of which must contain a photograph
2. a written employers reference on company letter headed paper confirming the Tenant’s permanent and current employment and that their salary is at least a multiple of 2.5 of the Tenant’s Rent.

If all of the above are not available, or in the case of student and DSS Tenants, a full Tenant Reference showing a Pass on the Tenant and Guarantor must be obtained from an approved Tenant Referencing Company.

### Unoccupied

Unoccupied or empty or disused or unfurnished or untenanted or no longer in active use.

### Virus (not applicable to Terrorism Insurance)

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

### Virus or Similar Mechanism (Terrorism Insurance only)

Any program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

The Definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

### Water Table Level

The level below which the ground is completely saturated with water.

### We/Us/Our

Royal & Sun Alliance Insurance plc St Mark’s Court

Chart Way Horsham West Sussex RH12 1XL

### You/Your/Yours/Yourselves

The Policyholder shown in the Schedule.

# Complaints Procedure

## Our Commitment To Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right.We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

### Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.Their contact details are as follows:

Post:

RSA Customer Relations Team P O Box 2075

Livingston EH54 0EP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### Our promise to You

We will:

* Acknowledge all complaints promptly
* Investigate quickly and thoroughly
* Keep You informed of progress
* Do everything possible to resolve Your complaint
* Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

### If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS).The FOS is an independent body that arbitrates on complaints.They can be contacted at:

Post:

Financial Ombudsman Service South Quay Plaza

183 Marsh Wall London

E14 9SR

Telephone:

0800 0234567 (for landline users)

0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk/)

You have six months from the date of Our final response to refer Your complaints to the FOS.This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

# How We Use Your Information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

### Who We are

Properties is underwritten by Royal & Sun Alliance Insurance plc.

You are giving Your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement ‘We’ ‘Us’ and ‘Our’ refers to the Group unless otherwise stated.

### How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

We may use and share Your information with other members of the Group to help Us and them

* Assess financial and insurance risks
* Recover debt
* Prevent and detect crime
* Develop Our services, systems and relationships with You
* Understand Our customers’ requirements
* Develop and test products and services.

We do not disclose Your information to anyone outside the Group except

* Where We have Your permission, or
* Where We are required or permitted to do so by law, or
* To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You, or
* Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

### Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your Policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

### How to contact Us

On payment of a small fee You are entitled to receive a copy of the information We hold about You. If You have any questions or You would like to find out more about this notice You can write to

Data Protection Liaison Officer Customer Relations Office RSA

Bowling Mill

Dean Clough Industrial Estate Halifax HX3 5WA

### Employers’ Liability Tracing Office

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

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

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

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

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

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

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark’s Court, Chart Way, Horsham, West Sussex RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

UKC04677 June 2013