



# Property Owners

## Policy Wording

### What's inside...

Introduction to your policy	3
How to Make a Claim	5
Policy Definitions	10
General Exclusions	13
General Conditions	15
Policy Cover	20



To make a claim, call **0333 207 0560**  
Please save this number to **your** mobile phone

# Contents

	<b>Page No</b>
<b>Your Policy</b>	3
<b>Important Notice</b>	4
<b>How to make a claim</b>	5
<b>What to do if you have a complaint</b>	6
<b>Financial Services Compensation Scheme</b>	7
<b>Data Protection Notice</b>	8
<b>Definitions</b>	10
<b>General Exclusions</b>	13
<b>General Conditions</b>	15
<b>Claims Conditions</b>	17
<b>Cover Causes</b>	18
<b>Property Section</b>	20
Sub-Section A – Buildings	
Sub-Section B – Landlords' Contents	
Sub-Section C – Glass, Blinds and Signs	
<b>Loss of Rent Section</b>	24
Sub-Section A – Rent	
Sub-Section B – Cost of Alternative Accommodation	
<b>Public Liability Section</b>	26



# Property Owners Policy

Welcome to **your** new **Property Owners policy** arranged by Simply **Business** and underwritten by Ageas Insurance Limited.

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** shown as insured on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

# Important Notice

**You** have a duty to make a fair presentation of all material facts and circumstances to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

To assist **your** understanding of which facts and circumstances are material to **us**, here are some key examples:

- Who **you** are – the legal entity that owns the **business**
- **Business** status – sole trader, partnership or a limited company
- **Premises** – construction type, nature of occupancy and also the rebuilding or replacement values applicable to the **property**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business i.e. previous bankruptcies, company liquidations, convictions (other than minor motoring offences), claims, events or compensation requests, county court judgments or any refusal of requests, cover restrictions or cancellations in respect of insurance.

Other material facts will be shown on the statement of fact or proposal form. If **you** are in any doubt or require clarification of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not cover the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility.

**You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid **damage**.

**You** should also take all reasonable care to prevent accidents or **injury**. In particular **you** should:

- keep all work equipment and **premises** in good and safe condition
- comply with all statutory obligations and regulations imposed by any authority.

# How to make a claim

If **you** wish to make a claim please contact **our** claims administrator who is:

Simply Business Claims Team  
PO Box 76  
Cardiff  
CF11 1JX

Alternatively, **you** can notify them by email at **simplybusiness@cl-uk.com** or by phone on **0333 207 0560**.

**You** will need to provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days (or seven days if it relates to riot).

## Do

- Immediately notify the police following loss or **damage** by theft, attempted theft, malicious persons, riot or civil commotion and obtain a crime reference number.
- Take all steps necessary to reduce further loss, **damage** or **injury**.
- Have details of **your policy** number ready when notifying a claim. **You** can find the **policy** number on **your schedule**.
- Carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out.
- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.

## Don't

- Dispose of any evidence or damaged items.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property**.

## What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence
- any available photographs, taken before and after the event, showing the **property** would be useful.
- at least two estimates for the replacement of lost, damaged or stolen items
- if the item cannot be repaired, **we** may require a letter or a report from an independent expert confirming this and the cause of the **damage**.

# What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will ensure that it is dealt with as quickly and fairly as possible.

**You** may register **your** complaint through the Simply Business website at [www.simplybusiness.co.uk/complaints](http://www.simplybusiness.co.uk/complaints), by email at [customerservices@simplybusiness.co.uk](mailto:customerservices@simplybusiness.co.uk), by writing to the address shown below, by phone on **0330 014 6683** or in person but whichever method of communication **you** choose, **you** will be given the same level of importance.

Customer Services  
Simply Business  
Sol House  
29 St Katherine's Street  
Northampton  
NN1 2QZ

To assist Simply Business in the handling of **your** complaint, please summarise the problem **you** are experiencing and identify the **policy**(ies) affected and the resolution **you** expect. Please also ensure whenever possible that **you** quote any customer reference number.

## What happens next

Simply Business's complaint investigation will follow the rules and guidelines of the Financial Conduct Authority.

The minimum standard **you** should expect from Simply Business is as follows:

- If Simply Business resolve **your** complaint by the close of three business days, **you** will receive a summary resolution communication in writing. This response will include:
  - the fact that a complaint was made and is now considered resolved either by accepting the complaint and offering redress or rejecting the complaint with a full explanation of reasons; and
  - information about the Financial Ombudsman Service, including the website address and possible right of referral.
- Should Simply Business be unable to resolve **your** complaint at the three business day stage, they will escalate this to a formal complaint stage. Simply Business will notify **you** with an acknowledgement letter, outlining timescales and who will be handling **your** complaint.
- Simply Business will send **you** a final response letter within eight weeks of receipt of the complaint. This will either:
  - accept the complaint and offer redress or remedial action where appropriate; or
  - offer redress or remedial action without acceptance of the complaint; or
  - reject the complaint and give reasons; and

- enclose information about the Financial Ombudsman Service including a copy of the Financial Ombudsman Service's standard explanatory leaflet, website address and possible right of referral.

## If you remain dissatisfied

If **you** are unable to resolve **your** complaint with Simply Business, **you** may refer **your** complaint to the Financial Ombudsman Service if:

- **you** have an annual turnover of less than EUR 2 million and fewer than 10 **employees** and,
- if for any reason **you** are still dissatisfied with Simply Business's final response, or
- if Simply Business have not issued a final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with Simply Business.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **your** rights to take legal proceedings.



# Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **[www.fscs.org.uk](http://www.fscs.org.uk)**.

# Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **personal information**. In this notice, **personal information** means any information **we** have about **you** and the other people insured under this **policy** such as any **director**, officer, **partner** or **employee** of **your business** or any other person connected with **your business**.

## Sensitive information

Some of the personal information that **we** may ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** may need to use sensitive personal data to provide **you** with quotations, arrange and manage this **policy** and to provide the services described in this **policy** (such as dealing with claims).

## How we use personal information

**We** are part of the Ageas group of companies. **We** may share personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk)

**We** will use personal information to arrange and manage this **policy**, including handling underwriting and claims and issuing renewal documents and information to **you** or **your agent**. **We** will also use personal information to assess **your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

## We will share personal information with others:

- if **we** need to do this to manage this **policy** with **us** including settling claims
- for underwriting purposes, such as assessing **your** application and arranging this **policy**
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority) and/or
- if **you** have given **us** permission.

**You** can ask for further information about **our** use of personal information. If **you** require such information, please write to the Data Protection Officer at the address set out in this notice.

## Preventing and detecting crime

**We** may use personal information to prevent crime. In order to prevent and detect crime **we** may:

- check personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out in this notice; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to this **policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **you** manage this **policy**, subject to answering security questions, **we** will deal with **you** or any **director**, officer, **partner** or **employee** of **your business** or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with this **policy** or a claim relating to this **policy**.

## Marketing

**We** may use personal information and information about **your** use of **our** products and services to carry out research and analysis. **We** will only use personal information to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.



## Further information

**You** are entitled to receive a copy of any personal information **we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use personal information, please write to:

Data Protection Officer  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh Hampshire  
SO53 3YA

giving **your** name, address and **policy** number. **We** may charge **you** a small fee for this. If **we** change the way that **we** use personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

**You** have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. For more information please go to [www.ico.org.uk](http://www.ico.org.uk).

Finally, the personal information that **we** collect from **you** may be transferred to, stored and processed outside of the European Economic Area for the purposes of providing the services described in **your policy** documents. By submitting **your** personal information, **you** are agreeing to this taking place. Where **we** do this **we** will take all reasonable steps to adequately protect **your** personal information to the same level as if it had remained in the European Economic Area.

# Definitions

Words which appear in bold within this **policy** will have the meaning defined below.

## Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

## Buildings

The buildings (excluding glass, blinds and signs) at the risk address shown on the **schedule** and unless otherwise stated, any item for the insurance of buildings includes:

- a outbuildings within the boundaries of the **premises**
- b aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
- c plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
- d solar water heating and solar photovoltaic panels fitted to the buildings
- e fuel tanks and septic tanks connected to the buildings
- f ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
- g walls, gates and fences around the **premises** and belonging to them
- h swimming pools, car parks, yards, roads, pavements, paths and children's play areas
- i permanently fixed lighting, seating and other external structures within the confines of the **premises**
- j **landlords' fixtures and fittings**

all belonging to **you** or for which **you** are responsible.

## Business

The business as shown on the **schedule** including:

- a the ownership, repair and maintenance of the **premises**
- b the provision of fire and security services at the **premises**
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the occupation of the **premises** for property management purposes
- e participation in exhibitions, trade shows and conferences.

## Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

## Consequential Loss

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress or inconvenience.

## Cost of Alternative Accommodation

The additional cost of alternative comparable accommodation.

## Damage

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.

## Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e **Damage** by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
  - i aircraft and other flying objects or articles dropped from them
  - ii vehicles, trains or trams
  - iii animals or birds
  - iv falling aerials, masts or satellite dishes
  - v falling trees and branches
- h Storm
- i Flood
- j Escape of water from any water, drainage or heating system
- k Escape of oil from any fixed oil fired heating installation.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excessive traffic into network addresses, the exploitation of system or network weaknesses and the generation of excessive or non-genuine traffic between and amongst networks.

## Director

A director of **you** where **you** are a limited company.

## Employee

Any:

- a person under a contract of service or apprenticeship with **you**
  - b prospective employee who is being assessed as to their suitability for employment
  - c labour master (or labour only subcontractor) or person supplied by them
  - d self-employed person used for labour only
  - e person hired or borrowed by **you** from another employer including agency workers
  - f volunteer or voluntary worker
  - g trainee or person undertaking work for **you** under a work experience placement
- whilst engaged by **you** in the course of the **business**.

## Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

## Excess

The first amount of a claim **you** must pay.

## Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

## Hacking

Unauthorised access to any computer or other equipment or component or **system** or item which processes, stores, transmits, retrieves or receives **data**, whether owned by **you** or not.

## Increase in Cost of Working

The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period**.

## Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the last day of the indemnity period shown on the **schedule** during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

## Injury

Bodily injury, death, illness or disease.

## Intruder Alarm System

The component parts of intruder alarm systems including the means of communication used to transmit signals.

## Landlords' Contents

Contents belonging to **you** or for which **you** are responsible comprising furniture, furnishings, carpets and other **property** within the furnished accommodation portion and the common hall, stairways and other common parts (including storage rooms and compartments) of the **premises** but excluding:

- a **landlords' fixtures and fittings**
- b articles of gold, silver or other precious metals
- c **money**, stamps, certificates, cheques, securities or documents
- d televisions, (other than televisions within **buildings** used solely for residential purposes to a value not exceeding £750 in any one residential unit), video and audio equipment and computers

- e clothing and personal effects other than those belonging to **directors, partners** or **employees** for an amount not exceeding £500 per person
- f animals
- g **property** more specifically insured
- h **property** belonging to **your** tenant or lessee
- i any amount exceeding £500 in respect of any one picture, curio or work of art and £2,000 for any one loss
- j **property** in the open
- k motor vehicles, their contents or accessories.

## Landlords' Fixtures and Fittings

Fixtures and fittings belonging to **you** or for which **you** are responsible comprising:

- a fixed pipes, boilers, central heating equipment, ducts, fires, storage heaters and tanks
- b fixed cables, light fittings, switches and wires
- c built-in domestic appliances
- d built-in furniture
- e built-in bathroom or kitchen units
- f hardwood flooring

within the **premises** but excluding:

- i **landlords' contents**.
- ii **property** belonging to **your** tenant or lessee.

## Landslip

Downward movement of sloping ground.

## Legionellosis

Accidental **injury** caused by the escape, discharge or release of legionella bacteria from any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths.

## Media

All forms of electronic, magnetic and optical tapes and discs for use in any computer equipment.

## Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and VAT purchase invoices belonging to **you** or for which **you** are responsible.

## Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

## Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

## Definitions - continued

### Policy

This policy is made up of a number of documents.

These documents are:

- a the policy wording
- b the **schedule**
- c the endorsements
- d notice to policyholders
- e the statement of fact or proposal form.

### Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

### Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury** or **damage** directly or indirectly caused by such pollution or contamination arising from any **polluting** or **contaminating substance**.

### Premises

The buildings and the land inside the boundaries of the risk address shown on the **schedule**.

### Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

### Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

### Property

Material property which shall not include **data**.

### Rent Receivable

The **money** paid or payable to **you** for accommodation and services provided as landlord at the **premises**.

### Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections of this **policy** which are operative
- e the excesses which apply
- f the premium **you** must pay
- g the **property** that is insured
- h the limits of indemnity, sums insured and **indemnity periods**
- i details of any endorsements to the cover.

### Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

### Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

### System

Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

### Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

### Terrorism

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

### Unoccupied, Unoccupancy

- a Empty, or
  - b not in use
- by **you** or any of **your** tenants or lessees for more than:
- i 90 consecutive days in respect of houses, flats and maisonettes used exclusively for residential purposes
  - ii 45 consecutive days in respect of all other buildings.

### Virus

Computer viruses or worms, trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self replication or not.

### We, Our, Us

Ageas Insurance Limited.

### You, Your, Yours

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by you and accepted by **us**.

### Your Costs and Expenses

- a costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Public Liability section
- c legal costs incurred with **our** consent for defending a charge of corporate manslaughter or any equivalent charge or a breach of health and safety at work or **data** protection legislation.

# General Exclusions

These exclusions apply to the whole **policy**. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

## 1 Radioactive Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

## 2 War

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## 3 Northern Ireland

This **policy** does not cover **damage** to any **property** in Northern Ireland directly or indirectly caused by, contributed to, by or arising from:

- a riot or civil commotion, or
- b labour disturbances or malicious persons except in respect of accidental **damage** caused by fire or explosion.

## 4 Terrorism

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

except as provided by the Public Liability section of this **policy**.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered will be upon **you**.

## 5 Electronic Risks

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

- a **damage** to any **system** or item which processes, stores, transmits, retrieves or receives **data** whether owned by **you** or not and whether tangible or intangible (including any **data** or information or programs or software) where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, denial of service attack** or failure of any external network
- b the erasure, loss, distortion or corruption of **data** or unauthorised access to or alteration or modification of **data** or information on systems or other records, programs or software
- c any misinterpretation, use or misuse of **data** or information on systems or other record, programs or software
- d unauthorised transmission of **data** to any third party, or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by or arising from **damage** described in a, b, c or d of this exclusion

but this will not exclude accidental **damage** which results from a cover cause which is shown on the **schedule** as operative for buildings or **landlords' fixtures and fittings** except for acts of malicious persons which do not involve physical force or violence.

## 6 Pollution or Contamination

This exclusion does not apply to:

- a the Public Liability section where **pollution or contamination** consists of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**
- b the **Property** and Loss of Rent sections where **damage** to the **property** insured is caused by:
  - i **pollution or contamination** which itself results from Cover Cause 1 or 2
  - ii any one of Cover Causes 1 or 2 which itself results from **pollution or contamination**

**We** will not be liable however for costs arising from **pollution or contamination of property** or buildings not insured under the Property Section.

## 7 Territorial Limits

This **policy** does not cover any **damage, injury** or liability occurring outside the **territorial limits**.

## General Exclusions - continued

### 8 Asbestos

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion will not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual **business**
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

# General Conditions

These conditions apply to the whole **policy**. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

## 1 Misrepresentation

**You** must make a fair presentation of the risk to **us**.

This means **you** must disclose at inception or variation to this **policy** and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **you** do not make a fair presentation to **us**, **we** can:

- a avoid this **policy** from inception or renewal if **we** would not have issued it or continued it knowing the true situation
- b avoid a variation to this **policy** if **we** would not have accepted it had **we** known the true situation
- c alter the terms of this **policy** from the date the non-disclosure or misrepresentation was made to those **we** would have applied had **we** known the true situation
- d reduce the payment for a claim
- e cancel this **policy** from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

## 2 Reasonable Precautions

**You** shall take all reasonable care:

- a for the safety of the **property** insured
- b to prevent accidents or disease
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

## 3 Fraud

**We** will not pay for any claim that is deliberately exaggerated or where **you** or anyone acting for **you** uses, or attempts to use, fraudulent means to obtain benefits under this **policy**.

If **you** or they do, or attempt to:

- a **we** will cancel this **policy** from the date of the fraudulent act
- b **we** will not refund any premiums
- c all benefit under this **policy** shall be forfeited.

**We** may inform the police and fraud prevention agencies of the circumstances.

## 4 Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the **policy** wording and **schedule**, or

- b the inception date of this **policy**

whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid less any administration charges required by **your agent**. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this **policy**.

**You** may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid less any administration charges required by **your agent** in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

## 5 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- i a change to the risk which makes it one **we** would not normally accept
- ii **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

## General Conditions - continued

**You** will be entitled to the return of a proportionate part of the premium paid less any administration charges required by **your agent** in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

### 6 Renewal

**We** are not bound to offer renewal of this **policy**.

### 7 Law Applicable to this Policy

This **policy** will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### 8 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

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

Except as provided by General Condition 10 – Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this **policy**.

### 10 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses, claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a **injury**, or
  - b **damage to property**
- provided that:
- i the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
  - ii the conduct and control of claims is vested in **us**
  - iii where more than one party is entitled to indemnity under this condition, **our** total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the **schedule**.

## Conditions Precedent to Liability

### 1 Notice of Unoccupancy or Occupancy

It is a condition precedent to **our** liability to pay claims under the Property and Loss of Rent sections that **you** must advise **us** as soon as **you** become aware that:

- a the **premises** or a **building** or self-contained unit within a **building** becomes **unoccupied**
- b the **premises** or a **building** or self-contained unit within a **building** becomes occupied after a period of being **unoccupied**.

Following notification of **unoccupancy** or occupancy, **we** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 5 – **Our Cancellation Rights**.

### 2 Unoccupancy Precautions

It is a condition precedent to **our** liability to pay claims under the Property and Loss of Rent sections that the following precautions must be complied with:

- a all services must be turned off at the mains and all water tanks, apparatus and pipes must be drained to the fullest possible extent
- b an internal and external inspection must be made by a responsible adult at least every seven days and any defects found rectified, remedied or repaired promptly. A record of such inspections, including details of any action taken, must be retained by **you** and made available to **us** on request
- c internal and external areas must be kept free of all combustible waste materials
- d all letter boxes must be sealed shut
- e all final exit doors must be secured by either:
  - i a key operated mortice lock, or
  - ii a multi-point locking system
- f all accessible windows must be secured by locks that have a removable key or be permanently screwed shut
- g all other available security must be made operative.

Where the **unoccupancy** applies solely to a self-contained unit within a **building** that is otherwise occupied or where minor repair and general maintenance is being undertaken pending re-occupancy and where workmen are in regular attendance, item a of this condition will not apply.



# Claims Conditions

These conditions apply to the whole **policy** unless otherwise stated.

## 1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property** unless **we** agree otherwise in writing.
- b **You** must:
  - i on discovery of any **damage** by theft or attempted theft, riot, civil commotion, malicious persons give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
  - ii notify **us** within seven days of any **damage** by riot. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied, at **your** expense, as soon as possible after the event and no later than 30 days thereafter
  - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
  - iv take immediate action to minimise loss, prevent further **damage** or **injury** and avoid interruption or interference with the **business**
  - v keep all damaged **property** until **we** give permission to dispose of it
  - vi provide at **your** expense all information and assistance as **we** may reasonably require
  - vii provide, if **we** require, a statutory declaration of the truth of the claim.

## 2 Claims Procedure – Our Rights

**We** shall:

- a be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any **property** insured
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

## 3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

## 4 Contribution

(Not applicable to the Public Liability Section)

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

## 5 Arbitration

(Not applicable to the Public Liability Section)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference will be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

## 6 Discharge of Liability

(Applicable to the Public Liability Section only)

**We** may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
- b any lower amount for which such claim or claims can be settled less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** will relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

## 7 Automatic Reinstatement

(Not applicable to the Public Liability Section)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured will be reinstated to their full amount provided that:

- a **you** pay the appropriate additional premium from the date of the loss to the expiry of the **period of insurance** if **we** so request
- b the total of the amounts reinstated during any one **period of insurance** will not exceed the sum insured or limits shown on the **schedule**.

# Cover Causes

Wherever they are referred to in this **policy**, the Cover Causes applicable are as follows:

## Cover Cause 1 - Fire

- a Fire but not **damage** caused by:
  - i spontaneous heating or fermentation of the **property** insured
  - ii fire as a consequence of the **property** insured undergoing any process involving the application of heat.
- b Lightning.
- c Earthquake, subterranean fire.
- d Explosion, but not explosion of any non domestic steam pressure equipment under **your** control.
- e Impact by aircraft or other flying objects or articles dropped from them.

## Cover Cause 2 – Specified Perils

- a Riot, civil commotion, labour or political disturbances.
- b Malicious persons but not **damage**:
  - i caused by theft or attempted theft
  - ii arising when the **premises** are **unoccupied**.
- c Explosion of boilers and economisers or other equipment used for non domestic purposes and which is built to operate under internal pressure due to steam only. Cover Cause 2c Explosion of boilers and economisers and other equipment is only effective for Sub-Section A – Rent of the Loss of Rent section.
- d Impact by:
  - i vehicles, trains or trams
  - ii animals or birds
  - iii falling aerials, masts or satellite dishes
  - iv falling trees and branches including the cost of removing fallen trees or branches, but only where there has been **damage to property** insured by this **policy**.
- e Escape of oil from any fixed oil fired heating installation but not **damage** arising when the **premises** are **unoccupied**.
- f Storm but not **damage**:
  - i due to changes in the water table level
  - ii by frost, **subsidence**, **settlement**, **ground heave** or **landslip**
  - iii to fences, gates and moveable **property** in the open or open sided buildings
  - iv caused by flood.
- g Flood but not **damage**:
  - i due to changes in the water table level
  - ii by frost, **subsidence**, **settlement**, **ground heave** or **landslip**
  - iii to fences, gates and moveable **property** in the open or open sided buildings
  - iv due to the escape of water from any water, drainage or heating system.

- h Escape of water from any water, drainage or heating system but not **damage** arising when the **premises** are **unoccupied**.

## Cover Cause 3 – Accidental damage

Accidental **damage** but not **damage**:

- a by Cover Causes 1, 2, 4 or 5 or any of their detailed exclusions whether insured or not
- b to a building or structure caused by its own collapse or cracking
- c resulting from, or caused by, any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair
- d caused by:
  - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding the subsequent **damage** which itself results from a cover cause that is otherwise operative
  - ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
  - iii change in temperature, colour, flavour, texture or finish
  - iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
    - a the subsequent **damage** which itself results from a cover cause that is otherwise operative
    - b **damage** caused by artificially generated electric current, including electric arcing, that damages electrical devices
  - vi acts of fraud or dishonesty including any collusion by **you** or **directors**, **partners** or **employees**
  - vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - viii or consisting of distortion, erasure or corruption of computer records or **media**.

## Cover Cause 4 – Theft or attempted theft

Theft or attempted theft at the **premises** but not theft or attempted theft:

- a that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**

- b of any **property** from any garden (except as provided by Extension 14 – Contents in the Gardens of Residential Property of the Property section), yard or open space unless otherwise specified by endorsement to the **schedule**
- c from any vehicle or trailer
- d arising when the **premises** are **unoccupied**
- e by any **employee** or person lawfully on the **premises** (other than a tenant or lessee), or
- f **damage to buildings** except as provided by Extension 5 – Theft of Building to Sub-Section A – Buildings.

## Cover Cause 5 – Subsidence, ground heave or landslip

**Damage** caused by **subsidence, ground heave or landslip** of the site on which the **property** described on the **schedule** stands but not **damage**:

- a to outbuildings, aerials, satellite dishes, security cameras, lights, air conditioning or climate control equipment, solar panels, fuel tanks and septic tanks, ducting, pipes, cables, wires, control equipment, walls, gates and fences, swimming pools, car parks, yards, roads, pavements, footpaths and children’s play areas, unless the structure of the **building** which they are ancillary to is damaged at the same time by the same cause
- b to solid floor slabs or **damage** from solid floor slabs moving, unless the foundations underneath the outside walls of the main **building** are damaged at the same time and by the same cause
- c caused by or consisting of:
  - i **settlement** (including normal **settlement** or bedding down of new structures)
  - ii compaction or movement of infill or made up ground
  - iii coastal or river erosion
  - iv defective design or faulty workmanship or the use of defective materials or inadequate foundations
- d which originated before this cover cause was effective
- e resulting from:
  - i demolition, construction, structural alteration or repair of any **property** at the **premises**
  - ii groundwork or excavation at the same **premises**
- f any **damage** for which compensation is provided under or by contract or legislation
- g resulting from loss of market value after repairs.

# Property Section

## Sub-Section A – Buildings

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

#### Buildings

**We** will pay for accidental **damage** occurring during the **period of insurance** by any of the cover causes shown against each item of **buildings** on the **schedule**.

#### Landlords' Fixtures and Fittings

**We** will pay for accidental **damage** occurring during the **period of insurance** by any of the cover causes shown against each item of **landlords' fixtures and fittings** on the **schedule**.

## Extensions to Sub-Section A – Buildings

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**).

### 1 Contracting Purchaser

Where **you** contract to sell **your** interest in a **building** insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the buildings are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

### 2 Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **buildings** insured by this **policy** provided the mortgagee immediately upon becoming aware of such act or neglect shall give notice to **us** and pay any additional premium required.

### 3 Underground Services

**We** will pay for accidental **damage** by any of the cover causes shown against each item of **buildings** (or **landlords' fixtures and fittings** if no **buildings** included) on the **schedule** to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the **buildings** to the extent to which **you** are responsible for repair.

### 4 Public Authorities

**We** will pay for the additional cost of:

- a reinstating the damaged parts of the **buildings**
- b upgrading any undamaged parts of the **buildings** for an amount not exceeding 15% of the amount that would have been payable if the **buildings** had been totally destroyed incurred solely by reason of the necessity to comply with any

legislation, statutory requirements or regulations or public authority byelaw, excluding:

- i any such cost resulting from a notice served on **you** prior to the date of the **damage**
- ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** or such further period as **we** may in writing during the 12 months allow.

**Our** liability for **damage** to such **property** including such costs and expenses will not exceed the sum insured shown on the **schedule** in respect of **buildings**.

### 5 Theft of Building

If Cover Cause 4 Theft or Attempted Theft is operative in respect of a **building**, **we** will pay for accidental **damage** to that **building** as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the **building**.

**Our** liability under this extension will not exceed £25,000 for any one loss.

## Sub-Section B – Landlords' Contents

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

#### Landlords' Contents

**We** will pay for accidental **damage** occurring during the **period of insurance** by any of the cover causes shown against each item of **landlords' contents** on the **schedule**.

## Extensions to Sub-Section B – Landlord's Contents

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**).

### 1 Theft of Keys

**We** will pay for the cost of replacing locks and keys to the **buildings** or **intruder alarm systems** following accidental **damage** to keys by Cover Cause 4 Theft or Attempted Theft provided that the keys were stolen from the **buildings** or **your** private residence or the private residence of any **director**, **partner** or authorised **employee**.

**Our** liability under this extension will not exceed £1,000 in any one **period of insurance**.

## 2 Theft Damage to Buildings

If Cover Cause 4 Theft or Attempted Theft is operative, **we** will pay for accidental **damage** to the **buildings** which **you** are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means.

## 3 Temporary Removal

**We** will pay for accidental **damage** to **landlords' contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes including whilst in transit by road, rail or inland waterway within the **territorial limits** by any of the cover causes shown against **landlords' contents** on the **schedule**.

**Our** liability under this extension will not exceed £5,000 for any one loss.

## Sub-Section C – Glass, Blinds and Signs

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** occurring at the **premises** during the **period of insurance** to:

- a any glass (including polycarbonate shop fronts) fitted to the exterior of the buildings
- b **property** insured under this section, within any display windows caused by breakage of any glass
- c fixed glass, (including interior showcases and mirrors), inside the **buildings**
- d external signs up to an amount not exceeding £1,500
- e sanitaryware, if the cost of replacement has to be paid by **you**
- f external blinds up to an amount not exceeding £2,500
- g framework following breakage of fixed glass.

**We** will also pay for the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating **intruder alarm systems** at the **premises** damaged as a result of glass breakage covered under this sub-section.

For the purposes of this sub-section, glass will also mean any glass substitute material.

## Exclusions to Sub-Section C – Glass, Blinds and Signs

**We** will not pay for:

- a **damage** arising:
  - i from repairs or alterations to the **premises**
  - ii in **unoccupied premises**
- b **damage** which occurred prior to the commencement of cover under this sub-section
- c **damage** to any glass or sanitaryware comprising samples or display materials held in connection with the **business**
- d scratching or chipping of glass
- e **damage** to electrical signs by:
  - i rust or other gradually operating cause
  - ii mechanical or electrical breakdown
  - iii **damage** to tubes unless the surrounding glass is fractured at the same time
- f **damage** arising from repair, removal or erection of glass, blinds, signs or sanitaryware
- g scratching or chipping of sanitaryware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

## Extensions to the Property Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

### 1 Non Invalidation

The insurance under this section shall not be invalidated by any act or omission or alteration unknown to **you** or beyond **your** control whereby the risk of **damage** to insured **property** is increased as long as immediately **you** become aware of the increase in risk **you** inform **us**. **We** will have the right to vary the terms or invoke the cancellation of this **policy** as detailed in General Condition 5 – Our Cancellation Rights.

### 2 Professional Fees

The sum insured on each item insured by this section includes an amount in respect of architects', surveyors', legal and consulting engineers' fees. **We** will pay for fees incurred solely in connection with the repair or reinstatement of the insured **property** but not for the costs of preparing any claim.

### 3 Removal of Debris

**We** will pay for the cost of:

- a removal of debris of insured **property**, or
- b dismantling, demolishing, shoring or propping of the insured **building**

following accidental **damage** by any of the cover causes shown against the **building** or **property** on the **schedule**.

**We** will not pay for costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site.

### 4 Parent and Subsidiary Companies

In the event of a claim arising under this section **we** agree to waive any rights, remedies or relief to which **we** become entitled by subrogation against:

- a any company standing in the relation of parent or subsidiary to **you** or any company which is a subsidiary of or a parent company of which **you** yourself are subsidiary in each case as defined in current legislation
- b a tenant or lessee in respect of **damage** to the part of the **buildings** they occupy or to common parts of the **buildings** unless the **damage** arises out of a criminal, fraudulent or malicious act of the tenant or lessee.

### 5 Damage by Emergency Services

**We** will pay for costs and expenses incurred by **you** with **our** consent in repairing, reinstating or making good, **damage** to **property** and grounds at the **premises** caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the **buildings** where there is believed to be a threat to their lives, or combating or reducing **damage** to **property**.

**Our** liability under this extension will not exceed £10,000 for any one loss.

### 6 Capital Additions

Where **buildings** or **landlords' contents** are shown as insured on the **schedule**, **we** will pay for accidental **damage** by any of the cover causes shown against such items on the **schedule** to:

- a alterations and additions to, but not appreciation in value of, the **buildings** and **landlords' contents** insured by this **policy**

## Property section - continued

- b any newly acquired **buildings** and **landlords' contents** within the **territorial limits** so far as they are not otherwise insured provided that:
- you** tell **us** of the alteration, addition or acquisition as soon as practicable on becoming aware of the increase in extent of cover required
  - you** request a change in this **policy** to cover the alteration, addition or acquisition or arrange specific insurance
  - you** will then pay an additional premium and **we** will tell **you** of any changes required to the terms, conditions and exclusions of this **policy**.

Our liability under this extension at any one location will not exceed:

- in respect of **buildings**, 10% of the total sum insured on **buildings**
- in respect of **landlords' contents**, 10% of the total sum insured on **general contents**
- in respect of **buildings** and **landlords' contents** combined, a maximum amount of £250,000 or the sum insured whichever is lower.

For the purposes of this extension only, the definition of buildings and **landlords' contents** includes any newly acquired **property** pending notification to **us** within the 30 day limit.

### 7 Trace and Access

**We** will pay costs incurred with **our** consent in locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **premises**. **We** will also pay for the cost of removing any walls, floors or ceilings for access and repairing or replacing them after repair of the pipe or apparatus has been completed. **We** will not pay the cost of repairs to the actual pipes or apparatus.

Our liability under this extension will not exceed £5,000 for any one loss.

### 8 Clearing of Drains

**We** will pay the costs and expenses incurred in cleaning, clearing or repairing drains, gutters or sewers at the **premises**, for which **you** are responsible, as a consequence of accidental **damage** by any of the cover causes shown against the **building** or **property** on the **schedule**.

Our liability under this extension will not exceed £10,000 for any one loss.

### 9 Workmen

**You** can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- structural alteration
- demolition or partial demolition
- compromising of the security protections to the **premises** that **you** have told **us** about and which **we** require as a condition of **your** insurance
- closure of the buildings or the occupant being required to vacate them,

**you** must provide **us** with full details and obtain **our** agreement before work is commenced and **we** may advise **you** of restrictions to be imposed or the additional terms **we** require in order for cover to continue.

### 10 Loss of Oil and LPG

**We** will pay **you** for the cost to replace oil or LPG accidentally lost from a fixed heating installation as a result of **damage** to the fixed heating installation at the **premises** by any of the cover causes shown against the **building** or **property** on the **schedule** provided that **we** will not be liable for any loss:

- where **damage** is undiscovered for 180 days or more
- occurring when the **building** or self-contained unit within a **building** in which the loss occurs is **unoccupied**

Our liability under this extension will not exceed £2,500 for any one loss.

### 11 Unauthorised Use of Electricity, Gas or Water

**We** will pay for electricity, gas or water charges **you** are responsible for arising from unauthorised use by persons taking possession or keeping possession or occupying the **premises** without **your** authority provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered.

Our liability under this extension will not exceed £10,000 for any one loss.

### 12 Metered Water and Gas Charges

**We** will pay for metered water and gas charges **you** are responsible for following accidental **damage** by any of the cover causes shown against the **building** or **property** on the **schedule** to the apparatus after the point of the service feed to the **premises** provided that **we** will not be liable for any loss:

- where **damage** is undiscovered for 180 days or more
- occurring when the **building** or self-contained unit within a **building** in which the loss occurs is **unoccupied**.

Our liability under this extension will not exceed £2,500 for any one loss.

### 13 Extinguishment and Resetting Expenses

- We** will pay for the cost of:
  - replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage**
  - replacing used sprinkler heads
  - resetting fire and **intruder alarm systems** and closed circuit television systems

- We** will pay up to a maximum limit of £10,000 in respect of any one loss for the cost of recharging automatic extinguishment systems in line with the manufacturer's recommendations

provided that **we** will not be liable for costs other than as a direct result of insured **damage**.

### 14 Contents in the Gardens of Residential Property

**We** will pay for accidental **damage** to **landlords' contents** by Cover Causes 1, 2, 3 or 4 occurring in the open within the garden of a house, flat or maisonette used solely for residential purposes provided that **we** will not be liable for **damage**:

- to plants, trees or any growing thing
- caused while the buildings the garden pertains to are **unoccupied**.

Our liability under this extension will not exceed £500 for any one loss.

## 15 Reletting Costs

We will pay for any costs necessarily incurred by **you** in reletting the buildings following insured **damage**.

Our liability under this extension will not exceed £5,000 for any one **period of insurance**.

## 16 Fly Tipping

We will pay for costs incurred with **our** consent for the removal of property illegally deposited within the boundaries of the **premises** and the cleaning of the **premises** after removal provided that **we** will not pay for any loss occurring when the **premises** are **unoccupied**.

Our liability under this extension will not exceed £2,500 for any one loss and £10,000 in any one **period of insurance**.

## 17 Tree Felling or Lopping

We will pay for costs incurred with **our** consent for the felling or lopping of trees at residential **premises** where they pose an immediate threat to the safety of persons or the buildings.

Our liability under this extension will not exceed £500 for any one loss and £2,500 in any one **period of insurance**.

## 18 Illegal Cultivation of Drugs

Cover Cause 2b is extended to include accidental **damage** to insured **property** caused by the illegal cultivation of drugs by **your** tenant or lessee without **your**, or any **director** or **partner's** knowledge or consent within:

- a any house, flat or maisonette used exclusively for residential purposes, or
- b the residential portion of any other **building**.

## 19 Other Interested Parties

The interest of other parties in any item of insured **property** which forms the subject of a lease, rental, loan or mortgage agreement or a written contract of hire between **you** and the interested party is noted in this insurance provided that, in the event of a claim, the nature and extent of such interest is disclosed to **us**.

## Exclusions to the Property Section

We will not pay for:

- a the amount of the **excess** shown on the **schedule**
- b **damage** to:
  - i vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii **property** or structures in the course of construction or erection and materials or supplies in connection therewith
  - iii land (other than item h of the **buildings** definition), piers, jetties, bridges, culverts or excavations
  - iv animals, growing crops, plants or trees
- c **damage** to **property** which at the time of the happening of **damage** is insured by or would but for the existence of this **policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this **policy** not been effected
- d **damage** to any **property** more specifically insured
- e reduction in value
- f **consequential loss** of any kind
- g wear and tear.

## Basis of Settlement – Property Section

We will pay **you** the value of the **property** insured at the time of the **damage** or, at **our** option, reinstate, replace or repair such **property** or any part of such **property** in accordance with the following basis of settlement. We will not be bound to reinstate exactly, but only as circumstances permit. We will not pay for the costs of preparing any claim.

The maximum amount **we** will pay for **damage** to any **property** is the sum insured or limit shown on the **schedule** in respect of such **property** (subject to any limit otherwise specified in the policy wording).

### 1 Reinstatement

For items insured by Sub-Section A – Buildings, Sub-Section B – Landlords' Contents and Sub-Section C – Glass, Blinds and Signs, the basis of settlement of any claim will be the full cost of replacement as new which shall be:

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

### Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- i if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, the basis of settlement will be the cost of repair or replacement (less a reduction for wear, tear and depreciation) to a condition equal to, but not better or more extensive than its condition immediately prior to the **damage**
- ii when any **property** insured under this section is damaged in part only **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- iii no payment beyond indemnity will be made until the cost of replacement has actually been incurred.

### 2 Indemnity

If any items are arranged on an indemnity basis, this will be shown by endorsement to the **schedule**.

# Loss of Rent Section

## Sub-Section A – Rent

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will cover **you** for loss of **rent receivable** as a result of accidental **damage** occurring during the **period of insurance** to **property** used by the **business** at the **premises** by any of the cover causes shown against this item on the **schedule**.

**We** will calculate the loss of **rent receivable** as follows:

- a in respect of the reduction in **rent receivable** due to the **damage**, the amount by which **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the amount that should have been received, and
- b **increase in cost of working** but not exceeding the reduction of **rent receivable** avoided

less any sum saved during the **indemnity period** for charges and expenses payable out of **rent receivable** which reduce or cease.

**Our** liability under this sub-section will not exceed 20% of the sum insured in respect of buildings (or **landlords' fixtures and fittings** if no buildings included) shown on the **schedule**.

## Extensions to Sub-Section A – Rent

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Accountants' and Auditors' Charges

**We** will pay for charges payable by **you** to **your** accountants or auditors for producing particulars, details, proofs, information or evidence that **we** may require.

### 2 Documents

**We** will cover **you** for loss resulting from interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown on the **schedule** against Sub-Section A – Rent to computer records, documents, manuscripts and **business** books belonging to **you** or held in trust by **you** whilst temporarily at **premises** not in **your** occupation or whilst in transit by road, rail or inland waterway in the **territorial limits** and travelling between the specified territories.

### 3 Managing Agents

**We** will cover **you** for loss of **rent receivable** arising from accidental **damage** by any of the cover causes shown on the **schedule** against Sub-Section A – Rent to **property** at the **premises** of **your** managing agents provided that **we** will not be liable for any loss as a result of **damage** at any **premises** not within the **territorial limits**. **Our** liability under this extension will not exceed £25,000 or 20% of the sum insured

in respect of buildings shown on the **schedule** (or **landlords' fixtures and fittings** if no buildings included) whichever is lower. The **Property** Insurance exclusion to the Loss of Rent Section does not apply to this extension.

## Sub-Section B – Cost of Alternative Accommodation

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will cover **you** for the **cost of alternative accommodation** if the **premises** are rendered uninhabitable as a direct result of accidental **damage** occurring during the **period of insurance** to the buildings (or **landlords' fixtures and fittings** if no buildings included) owned by **you** by any of the cover causes shown against **cost of alternative accommodation** on the **schedule** provided that **we** will not be liable for:

- a any amount exceeding 20% of the sum insured in respect of buildings (or **landlords' fixtures and fittings** if no buildings included) shown on the **schedule**, and
- b losses incurred in a period exceeding the **indemnity period** shown on the **schedule**.

## Basis of Settlement – Loss of Rent Section

### 1 Limit

The maximum amount **we** will pay under this section will not exceed in any one **period of insurance** the sums insured and limits shown on the **schedule** (subject to any limit otherwise specified in the **policy** wording).

### 2 VAT

To the extent that **you** are accountable to the tax authorities for Value Added Tax, all terms in this section will be exclusive of this tax.

## Extensions to the Loss of Rent Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

### 1 Denial of Access

**We** will cover **you** for:

- a loss of **rent receivable**



**b cost of alternative accommodation**

up to the limits shown on the **schedule** against Sub-Sections A – Rent and B – **Cost of Alternative Accommodation** as a direct result of accidental **damage** by any of the cover causes shown on the **schedule** to **property** within a radius of 1km of the **premises** or **your** managing agents' **premises** which prevents or physically hinders the use of or access to the **premises** or **your** managing agents' **premises**, whether or not there has been **damage** to **property** at the **premises** or **your** managing agents' **premises**.

The **Property** Insurance exclusion to the Loss of Rent section does not apply to this extension.

## 2 Public Utilities

**We** will cover **you** for:

**a loss of rent receivable**

**b cost of alternative accommodation**

up to the limits shown on the **schedule** against Sub-Sections A – Rent and B – **Cost of Alternative Accommodation** as a direct result of accidental failure of:

- i wireless or wired telecommunications services
- ii the public supply of water, electricity or gas at the terminal ends of the supply company's feed

at the **premises** provided that **we** will not be liable for:

- the deliberate act of the supplier to restrict or withhold the supply
- atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- a fault in any part of the installation you are responsible for at the premises
- drought
- any failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The **Property** Insurance exclusion to the Loss of Rent section does not apply to this extension.

## Exclusion to the Loss of Rent Section

### Property Insurance

**We** will not pay for loss of **rent receivable** or **cost of alternative accommodation** unless at the time of the **damage** to **property** causing loss of **rent receivable** or **cost of alternative accommodation**, there is in force an insurance **policy** covering **your** interest in the **property** for the **damage** suffered and,

- a payment has been made or liability admitted for the **damage**, or
- b payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the **policy**.

# Public Liability Section

The cover described below is only operative if shown as insured on the **schedule**.

## Cover

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
- b **damage to property**
- c obstruction, trespass, nuisance or interference with any right of way, light, air or water occurring during the **period of insurance** and arising out of and in the course of the **business** and within the **territorial limits**.

**We** will pay **your** costs and expenses in addition.

## Limit of Indemnity

The maximum amount **we** will pay under this section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of an act of **terrorism**, £2,000,000
- b in respect of all claims other than by an act of **terrorism**, the public liability limit of indemnity shown on the **schedule** for this section.

Where liability arises out of or in connection with an act of **terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your** costs and expenses will not exceed £2,000,000.

If **we** allege that by reason of the **terrorism** limitation any **damage, injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary will be upon **you**.

All **pollution or contamination** arising out of one occurrence will be deemed to have occurred at the time such occurrence takes place.

**Our** total liability for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**.

Where more than one party is entitled to indemnity under this section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

## Extensions to the Public Liability Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

### 1 Leased, Hired or Rented Premises

**We** will cover **you** in respect of legal liability incurred by **you** as tenant or lessee of **premises you** lease, rent or hire for the purposes of the **business** within the **territorial limits** in respect of:

- a accidental **damage** to buildings including any **landlords' fixtures and fittings** caused by any of Cover Causes 1, 2 or 4
- b reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description provided that **we** will not be liable for liability attaching to **you** solely by the terms of the tenancy or any other agreement.

### 2 Indemnity to Principal

**We** will, at **your** request, treat any **principal** as though they were **you** in respect of accidental:

- a **injury**
- b **damage** arising out of the performance of work by **you** for the **principal** provided that:
  - i **you** would have been liable if the claim had been made against **you**
  - ii the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
  - iii the conduct and control of all claims is vested in **us**
  - iv **our** liability will be limited to only what is required by the contract between **you** and the **principal**.

### 3 Indemnity to Directors, Partners and Employees

**We** will, at **your** request, treat directors, partners or **employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

### 4 Cross Liabilities

Where more than one person is shown as the Insured on the **schedule** this section shall apply separately to each person named in the same way as if a separate section had been issued to each of them.

### 5 Court Attendance

**We** will pay **you** the amounts shown below for each day such persons are required to attend court in connection with a claim for which **you** are entitled to indemnity under this section:

- a **you** or any **director** or **partner** £500
- b any **employee** £250.

### 6 Corporate Manslaughter – Legal Defence Costs

**We** will pay **your** costs and expenses and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection

with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** will not be liable:

- a for the payment of fines or penalties
- b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from an offence committed, or alleged to have been committed, outside the **territorial limits**
- d for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- e if an indemnity is provided by any other insurance.

## 7 Health and Safety at Work Act etc.1974 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director**, **partner** or **employee**, in respect of **your** costs and expenses incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act etc. 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978 provided that:
  - i the offence under such legislation:
    - a is alleged to have been committed during the **period of insurance** in connection with the **business** and
    - b does not relate to the health, safety and welfare of an **employee**
  - ii **we** will not be liable:
    - a for the payment of fines or penalties
    - b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
    - c for costs arising from any offence committed, or alleged to have been committed, outside the **territorial limits**
    - d unless each **director**, **partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
    - e if an indemnity is provided by any other insurance.

## 8 Data Protection Act 1998

**We** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of **damage** or distress under the provisions of Section 13, and
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Section 60 of the **Data** Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the **Data** Protection Act 1984, or in the process of applying for such registration which has not been refused or withdrawn provided that **we** will not be liable:
  - i for the payment of fines or penalties
  - ii for any deliberate act or omission by **you** or any **director**, **partner** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
  - iii for liability or defence or prosecution costs arising from recording, processing or provision of **data** for reward

- iv for liability or defence or prosecution costs arising from determining the financial status of a person
- v for liability or defence or prosecution costs arising from an agreement which would not have attached in absence of such agreement
- vi for the cost of rectifying, replacing, reinstating or destroying or erasing any **data**
- vii if an indemnity is provided by any other insurance.

## 9 Defective Premises Act

**We** will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury**
- b **damage** arising solely by reason of:
  - i Section 3 of the Defective **Premises** Act 1972 or
  - ii Section 5 of the Defective **Premises** (Northern Ireland) Order 1975

in connection with **premises** which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** will not be liable:

- a for the cost of remedying any defect or alleged defect in the **premises**
- b if **you** are entitled to indemnity from any other source.

## 10 Overseas Personal Liability

**We** will cover **you** or any **director** or **partner** or any member of their family accompanying them in respect of legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
- b **damage to property** occurring during the **period of insurance** during visits of less than six months' duration outside the **territorial limits** in connection with the **business** provided that:
  - i the conduct and control of all claims is vested in **us**
  - ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
  - iii **our** total liability will not exceed the public liability limit of indemnity shown on the **schedule**.

**We** will not pay:

- a for liability arising from or in connection with:
  - i any **business**, profession or trade
  - ii ownership or occupation of land or buildings
  - iii ownership possession or use of:
    - mechanically propelled vehicles and anything attached to them
    - craft intended to travel through air or space
    - hovercraft and watercraft (other than non mechanically propelled craft less than nine metres in length used on inland waters)
    - animals (other than pet domestic animals)
- iv **property** held in trust
- v **injury** to any **director**, **partner** or family member accompanying them
- b liability more specifically insured.

## 11 Movement of Obstructing Vehicles

**We** will cover **you** in respect of liability arising from **you** or an authorised **employee** acting on **your** behalf moving any obstructing motor vehicle that is not owned or hired by or lent to **you** or them to allow access to the **premises** or the movement of another vehicle provided that:

- a vehicle movements are made only by use of the owners ignition key
  - b the person moving the vehicle is competent to do so
- we** will not be liable for:
- i **damage** to the moved vehicle or goods carried in or on it

## Public Liability section - continued

- ii the movement of a vehicle in circumstances where compulsory insurance or security is required by law.

### 12 Legionellosis

General Exclusion 6 – **Pollution or Contamination** will not apply in respect of **legionellosis** provided that:

- a **we** will not be liable for **legionellosis** occurring prior to the commencement of cover under this section
- b **we** will not be liable unless:
  - i claims are first made in writing to **you**, a **director** or **partner** during the **period of insurance**, or
  - ii the first notification of **injury** or alleging **injury** or of any incidents which may give rise to a claim made to **you**, a **director** or **partner** is notified to **us** during the **period of insurance** or within 30 days of expiry of the same **period of insurance**
- c **we** will not be liable for any **legionellosis** occurring in the United States of America or any territory within its jurisdiction or Canada
- d all **legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e the maximum amount **we** will pay including damages, **claimants' costs and expenses** and **your** costs and expenses for pollution and contamination arising from or in connection with **legionellosis** during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**
- f where more than one party is entitled to indemnity under this extension, **our** total combined liability to all parties will not exceed the public liability limit of indemnity shown on the **schedule** in any one **period of insurance**.

## Exclusions to the Public Liability Section

### 1 Excess

**We** will not pay for the amount of the **excess** shown on the **schedule**.

### 2 Offshore

**We** will not pay for liability arising from or in connection with:

- a any work in or on any offshore installation or support vessel
- b travel to, from or between any offshore installation or support vessel or
- c work undertaken from an offshore installation or support vessel.

### 3 Products Supplied

**We** will not pay for liability arising from or in connection with any **products supplied** other than food or drink supplied to **your** non-paying guests.

### 4 Employees

**We** will not pay for liability for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

### 5 Vehicles

**We** will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a **policy** of insurance or other security, provided that if **you** are not entitled to indemnity from any other **policy** or security, this exclusion will not apply to the bringing to or taking away of the load from any vehicle

- b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft other than hand propelled watercraft, railways, railway locomotives and carriages.

### 6 Jurisdiction

**We** will not pay for any claim made in the courts of a country outside **Europe**.

### 7 Defective Work

**We** will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

### 8 Advice

**We** will not pay for liability arising:

- a out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- b from failure to give advice or any lack of professional skill.

### 9 Property in Your Possession

**We** will not pay for **damage** to:

- a **property** belonging to **you**
- b **property** held in trust or in the custody or control of **you** or any **director**, **partner** or **employee** but this exclusion will not apply to:
  - i any personal **property** (including motor vehicles) of directors, partners or **employees** or visitors of **yours**
  - ii **premises** occupied by **you** as provided by Extension 1 – Leased, Hired or Rented **Premises**.

### 10 Property Worked On

**We** will not pay for liability in respect of **damage to property** being worked on where the **damage** is as a direct result of the work undertaken.

### 11 Excluded Compensation

**We** will not pay for:

- a liquidated damages, fines or penalties
- b exemplary, punitive or multiplied damages (these are damages in **excess** of normal compensation awarded to punish **you**).

### 12 Contractual Liability

Except as otherwise shown in Extension 1 Leased, Hired or Rented **Premises** and Extension 8 **Data Protection Act 1998**, **we** will not pay for liability assumed under the terms of a contract or agreement:

- a unless liability would also have attached in the absence of such contract or agreement and such liability is otherwise covered by this **policy**, and
- b where the terms of the contract or agreement made by **you** prevent **us** from taking over the full defence or **settlement** of a claim.

## Conditions Precedent to Liability

### 1 Legionellosis Precautions Condition

Where **you** own or are responsible for any water, air-conditioning or other purpose built **system** or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths at the **premises**, it is a condition precedent to **our** liability to pay claims in respect of **legionellosis** arising from or in connection with such **system** or equipment that **you** must:

- a undertake risk assessments to identify the presence of legionella bacteria at intervals not exceeding 12 months
- b take appropriate measures to prevent and control the growth and multiplication of legionella bacteria
- c retain documentary evidence of all risk assessments and measures undertaken
- d produce such documentary evidence if requested by **us**.

## 2 Bona-fide Subcontractors Condition

It is a condition precedent to **our** liability to pay claims arising from or in connection with work undertaken for **you** or on **your** behalf by any bona-fide subcontractor that:

- a **you** must, prior to their engagement on each and every occasion during the **period of insurance**, ensure that each bona-fide subcontractor holds public liability insurance that:
  - i is appropriate to the work to be carried out, and
  - ii has a **period of insurance** that is adequate to provide public liability cover for the duration of the works undertaken by them for **you** or on **your** behalf, and
  - iii has a limit of indemnity which is not less than the limit under the Public Liability section of this **policy**
- b **you** must provide **us** with documentary evidence of the public liability insurance held by such bona-fide subcontractor at the time of their engagement to undertake the work if requested by **us**.

## 3 Application or Use of Heat Condition

It is a condition precedent to **our** liability to pay claims that the following procedures are complied with whenever work involving the use or application of heat is undertaken by **you** or any **director, partner or employee**. Where such work is undertaken on **your** behalf by a subcontractor, it is a condition precedent to **our** liability to pay claims that **you** request a hot work permit to be completed by each subcontractor. **You** must also obtain written confirmation from them that they are aware of **your** requirement that the procedures stated below will be adhered to.

### 1 Before starting work:

- a all personnel undertaking the work must be made aware of the location of the fire alarms and fire fighting equipment in the area where the work is to be undertaken
- b all **property** in the vicinity including, so far as practicable, the area on the other side of any wall or partition must be inspected to ensure that no combustible material is in danger of ignition either directly or by conducted heat. A record of such inspections must be retained by **you**.
- c the area must be cleared of all moveable combustible materials to a distance no less than:
  - i 10 metres from the point of use of electric, oxyacetylene or similar welding or cutting equipment or grinding or cutting wheels and discs
  - ii 1 metre from the point of use of blow torches, blow lamps, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters. If combustible materials cannot be removed from the areas specified in 1c, i and ii of this condition they must be covered and fully protected by overlapping sheets or screens of non-combustible material.

### 2 During the progress of work:

- a the work will be carried out only by or under the supervision of trained personnel
- b suitable fire extinguishing appliances will be kept available for immediate use at the scenes of the operations
- c the lighting of all equipment must be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment must be left unattended

- d gas cylinders not required for immediate use must be kept outside any **building** in which the work is taking place or, where work is in the open, must be removed beyond the areas specified in 1c, i and ii of this condition.

### 3 After ceasing work:

A thorough inspection of:

- a the area within the distances specified in 1c, i and ii of this condition must be undertaken.
- b in so far as is practicable, the area on the other side of any wall or partition to ensure that there is no risk of fire.

A record of such inspections must be retained by **you**.

### 4 Welding or Cutting Equipment:

Whenever electric, oxyacetylene or similar welding or cutting equipment, grinding or cutting wheels or discs are used, trained personnel must supervise the progress of work and remain in attendance at all times until the work ceases and all lighted flame equipment is extinguished.

### 5 Irons

All electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continuously attended.

### 6 Heating of Bitumen and Similar Products

Whenever asphalt, bitumen, tar or pitch heaters are used they must be sited in the open (but not on rooftops) and continuously attended for the duration of their use.

For the purposes of this condition, the application or use of heat is deemed to be the use of blow torches, blow lamps, electric, oxyacetylene or similar welding or flame cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters, grinding or cutting wheels or discs, electric soldering or carpet seaming or aspirated irons.

**To make a claim, call 0333 207 0560**  
Please save this number to **your** mobile phone

**Ageas Insurance Limited**

*Registered office address*

Ageas House, Hampshire Corporate Park,  
Templars Way, Eastleigh, Hampshire SO53 3YA

[www.ageas.co.uk](http://www.ageas.co.uk)

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

