ZURICH

Residential Property Owners'

Policy document

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Data protection statement

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

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

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

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

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

How you can contact us

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

Important notes

Fraud prevention and detection

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

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

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

Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

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

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

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

Our complaints procedure

Our commitment to customer service

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

Who to contact in the first instance

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

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

Many complaints can be resolved within a few days of receipt

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

Next steps if you are still unhappy

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

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

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

You can also contact them as follows:

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

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

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

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

The Financial Services Compensation Scheme (FSCS)

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

Guide to your policy

Thank you for placing your Residential Property Owners' insurance policy with us and welcome to Zurich Insurance Company Ltd.

This Policy is underwritten by Zurich Insurance Company Ltd and administered on our behalf by Gallagher.

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

General Definitions: defined words which have a special meaning when they are used in the Policy. General definitions apply to the whole Policy and appear in italic letters. Special definitions appear in capital letters and apply only to the Sections in which they appear.

Section 1 Material Damage: covers your physical assets to the extent that you have chosen. You can find sums insured and limits of your cover in the Certificate.

Section 2 Property Owners' Liability: covers your legal obligations to pay someone else, other than employees, for injury or damage to their property, caused by your business/association.

Section 3 Employers' Liability: covers your legal obligations to compensate an employee who is injured.

General

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

- **General exclusions** – exclusions which apply to the whole policy
- **General conditions** – conditions which apply to the whole policy
- **Claims conditions** – conditions which have a specific bearing on claims

Endorsements: if applied, they will be shown in the Certificate.

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

Certificate

Attached to your Policy is the Certificate. This document is the means by which we tailor policy cover to your individual needs.

Your Residential Property Owners' policy

This Policy is a contract between *you* and *us*.

This Policy and any Certificate should be read as if they are one document.

We will insure *you* under those Sections stated in the Certificate during any period of insurance for which *we* have accepted *your* premium. *Our* liability will in no case exceed the amount of any Sum Insured or Limit of Indemnity stated in this Policy, the Certificate or any Endorsement to this Policy.

Where more than one party is insured under this Policy or any Section, whether on a joint, composite or any other basis and irrespective of whether separate contracts are deemed to have been issued to each party, and save for any loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability which is expressly stated to apply to any particular insured, then *we* will not pay more than the applicable loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability irrespective of the number of parties claiming and/or contracts deemed to have been issued. Any payment or payments by *us* to any one or more insured parties will reduce to the extent of that payment *our* liability to all parties insured and once a loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability has been paid, no additional payments or claims will be paid.

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

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

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

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

Law applicable to this contract

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

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

Please read this Policy and any Certificate carefully and if they do not meet *your* needs contact *us* or *your* broker or insurance intermediary.

General definitions

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

Buildings

The buildings at the *premises* including:

a) landlords' fixtures and fittings, decorations and communal carpets that were provided by the original builders and/or developers of the *premises*

b) private garages, outbuildings, yards, forecourts, car parks, drives, pools, hard courts, patios, terraces, river walls, bridges, jetties and moorings

c) i) roads and pavements, associated lamp posts and other street furniture

   ii) garden machinery, garden landscaping and paving, garden furniture, trees and plants but only to the extent of *your* responsibility

d) walls, gates, fences, canopies, fixed signs, communication aerials and closed circuit surveillance equipment

e) cesspits, septic tanks, piping, ducting, cables, wires and associated control gear and accessories on the *premises* and extending to the public mains, but only to the extent of *your* responsibility

f) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, double-glazed units, intruder alarm foils and fixed sanitaryware for which *you* are responsible

g) gymnasia used by *residents* for domestic and leisure purposes

h) solar panels.

Business

Your business shown in the Certificate including:

a) the ownership, organisation and/or management of the *buildings*

b) maintenance of the *buildings*, plant and equipment.

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

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

Claim

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

Communicable Disease

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

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Contents of Common Parts

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

Damage

Loss or damage.

Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined Peril
Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle or by goods falling therefrom or animal.

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 excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

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

Employee
Anybody who is:

a) under a contract of service or apprenticeship with *you*

b) supplied to, hired or borrowed by *you* including persons undertaking study or work experience

whilst employed or engaged by *you* in connection with the *business*.

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

Geographical Limits
a) The *territorial limits*

b) elsewhere in the world in respect of:

   i) any act or omission occurring within the *territorial limits*

   ii) work undertaken by *you*, *your officers* or any *employee* who ordinarily reside in the *territorial limits*.

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

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

Injury
a) Bodily injury, death, disease, illness and disability

b) nervous shock and mental injury or mental anguish consequent upon actual or the threat of actual bodily injury, death, disease, illness or disability.

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

a) the production or use of atomic energy

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

c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor
Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

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

Pay
Pay, reinstate, repair or replace at our option.

Premises
The premises shown in the Certificate.

Property
Material property.

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

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

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

We, us or our
Zurich Insurance Company Ltd.

You, your
The person, people, company or other organisation shown in the Certificate as the Insured.

Section 1 – Material damage

Special Definitions

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

DECLARED VALUE

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

a) the additional cost of REINSTATEMENT to comply with European Union legislation, statutory or local authority requirements

b) professional fees

c) debris removal costs.

REINSTATEMENT

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

   Rebuilding or replacement may be carried out:

   i) in any manner to suit *your* requirements

   ii) upon another site

   provided the amount payable by *us* is not increased

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

RENT

a) Money paid or payable to *you* in the course of the *business* in respect of the *buildings* shown in the Certificate.

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

b) Service charges payable to *you* in the course of the *business* in respect of the *buildings* shown in the Certificate, but this shall exclude *your* contributions or costs relating to the upkeep of any gardens or grounds, buildings insurance premiums, any reserve or contingency funding for property maintenance, the repair or redecoration of communal areas or any extra-ordinary request for contributions on such matters relating to building defects, the replacement of cladding materials or alike.

TERRORISM

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

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

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

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

   i) involves violence against one or more persons

   ii) involves damage to property

   iii) endangers life other than that of the person committing the action

iv) creates a risk to health or safety of the public or a section of the public

v) is designed to interfere with or to disrupt an electronic system

c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

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

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

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

Payment to Somebody other than You
If *you* do not own the *property*, *we* will have the option to *pay* the owner of the *property* instead of *you*.

Provided always that:

a) *we* conduct and control the claim

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

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

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

Special Conditions (applicable only to claims payable under REINSTATEMENT Conditions)
1 If *property* is only partially damaged *we* will not *pay* more than the amount which would have been payable if the *property* had been totally destroyed.

2 Any additional amount payable solely *due to* this REINSTATEMENT condition will be paid only if:

a) REINSTATEMENT starts and proceeds without unreasonable delay

b) the cost of REINSTATEMENT has been actually incurred

c) any other insurance which *you* effect or which is effected on *your* behalf in respect of the *property*, is on the same basis of REINSTATEMENT at the time of the *damage*.

3 *We* will not *pay* for:

a) the cost of complying with European Union legislation, statutory or local authority requirements:

i) where *damage*:

1) occurred prior to the commencement of the Period of Insurance

2) is not insured by this Policy

ii) where *you* have been served with a notice before the *damage* occurred

iii) which relates to undamaged parts of damaged *property* (except for the foundations of the parts of the *property* destroyed or damaged) other than up to a maximum of 20% of the total amount for which *we* would have been liable if the *property* had been totally destroyed

b) the amount of any charge or assessment *due* to capital appreciation which may be payable because of compliance with European Union legislation, statutory or local authority requirements.

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

Indemnity Settlement

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

Reinstatement to Match

We will include the cost of replacement or modification of undamaged parts of the *buildings* that form part of a suite, common design or function where the *damage* is restricted to a clearly identifiable area or to a specific part.

Provided always that *we* will not *pay* more than half of the additional cost of the replacement or modification of the undamaged parts.

Additional cover applicable to Section 1

We will *pay* for loss, cost or expense as undernoted incurred by *you due to damage* to *buildings* and *contents of common parts due to* an operative Insured Peril.

1 Action of Competent Authorities

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

Provided always that:

a) *we* will not pay for any claim incurred more than 3 months from the occurrence

b) there will be no liability under this additional cover for loss resulting from interruption of the *business* during the first 4 hours of the occurrence

c) *our* liability will not exceed £25,000 any one *claim* and in all in any one Period of Insurance

2 Alternative Accommodation and Loss of Rent

in the event of any DAMAGE as insured hereby resulting in a *building* insured hereby being uninhabitable or access being prevented to such property Section 1 includes for each dwelling:

a) RENT; or

b) the reasonable additional cost of comparable accommodation incurred by the lessee or owner for any *resident* including pets which normally live in the *building*; or

c) a cash allowance not exceeding 25% of the amount payable under b) above

until the said property is habitable or accessible.

The most *we* will pay in respect of all dwellings within the premises is the percentage stated in the Certificate of the sum insured applicable to the *building* concerned in any one Period of Insurance.

In addition *we* will *pay* for reasonable additional costs of comparable alternative accommodation whilst any part of the *buildings* is uninhabitable as a result of works of a remedial nature are being carried out under a NHBC guarantee. The most *we* will *pay* is £25,000 any one *claim* and £100,000 in any one Period of Insurance.

We will not *pay*:

i) any amount in excess of the limit stated in the Certificate of the Sum Insured on damaged *buildings*

ii) costs which may cease or be reduced as a result of the *damage*

iii) any claim in respect of tenancy agreements of less than 6 months

iv) for any loss of ground rent payments exceeding £2,500,000 for any one insured event or incident

3 Architects', Surveyors', Legal and Consulting Engineers' Fees

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

4 Buildings (including individual residences) Awaiting Sale

if at the time of *damage due to* an operative Insured Peril *you* had contracted to sell *your* interest in the *buildings* or that part of which *you* own and the sale is cancelled or delayed solely *due to* the *damage* either:

a) during the period prior to the date upon which but for the *damage* the *buildings* would have been sold the loss of RENT *you* have suffered, this being the actual amount of the reduction in the RENT receivable by *you* within 12 months of the *damage*; or

b) during the period commencing with the date upon which but for the *damage* the *buildings* would have been sold and ending with the actual date of sale or within 12 months of the date of the *damage* if earlier the loss in respect of interest being:

i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds).

ii) the investment interest lost to *you* on any balance of the sales proceeds

less any amount receivable in respect of RENT.

With *our* consent any costs being the costs necessarily and reasonably incurred within 12 months of the *damage* solely to avoid or minimise what *we* will *pay* under a) and b) above

5 Clearing of Drains

costs and expenses which *you* incur with *our* consent to clean and/or clear drains and/or sewers and/or gutters which *you* own or for which *you* are responsible

6 Concern for Welfare Costs

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

We will not *pay:*

a) more than £10,000 any one *claim* and £25,000 in any one Period of Insurance

b) for costs incurred following *damage* caused by the police in the course of criminal investigations

7 Cost of Re-letting

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

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

8 Deeds and Documents

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

We will not *pay* more than £500 any one *claim*

9 Emergency Services

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

a) the cost of soil movement other than necessary for surface preparation

b) the failure of seeds to germinate or trees, shrubs or turf to become established following replanting

10 Eviction of Squatters

costs and expenses necessarily and reasonably incurred with *our* prior consent to remove or evict squatters from the *buildings*.

Provided always that:

a) *we* will not *pay*:

i) fines, penalties, compensation or damages arising in the course of removal or eviction

ii) *due to* occupation of squatters occurring prior to the inception of this cover

b) *our* liability will not exceed £100,000 any one *claim*

c) such loss is not otherwise insured

11 Exceptional Measures

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

Provided always that:

a) the potential *claim* could not have been reasonably foreseen

b) the terms and conditions of this Section will apply as if *damage* had occurred

c) *we* will not pay for any costs incurred beyond an initial 7 days unless otherwise agreed in writing by *us*

12 Fire Brigade Attendance Fees

the attendance fees of the fire brigade for which *you* are liable where such fee is required as a result of the fire brigade being called to the *buildings* due solely to a lift malfunction.

We will not pay more than £5,000 any one *claim*

13 Fire Extinguishment Expenses

the reasonable costs incurred by *you* for:

a) refilling fire extinguishing appliances

b) recharging gas flooding systems

c) replacing used sprinkler heads

d) refilling sprinkler tanks where costs are metered

e) resetting fire and intruder alarms and closed circuit television systems

due to damage to your *property* at the *premises*

14 Fly Tipping

for costs necessarily and reasonably incurred in cleaning up and removing any *property due to* it being illegally deposited in, on or around the *premises*.

Provided always that:

a) *we* will not *pay* for the first £1,000 of each and every *claim*

b) *we* will not *pay* more than £10,000 any one *claim* nor more than £25,000 in any one Period of Insurance at each *premises*

15 Legionellosis

loss of RENT and/or the reasonable additional cost of alternative accommodation *due to* any outbreak of Legionellosis at the *premises* causing restrictions on the use thereof on the order or advice of the competent local authority.

We will not *pay*:

a) for *claims* not solely attributable to an outbreak at the *premises*

b) for any costs incurred in cleaning, repair, replacement or checking of *property* other than costs and expenses not exceeding £25,000 in any one Period of Insurance necessarily incurred with *our* consent in cleaning and decontamination of the air-conditioning or water supply equipment at the *premises* the use of which has been restricted on the order or advice of the competent local authority

c) for any claim for loss of RENT and/or alternative accommodation costs incurred more than 3 months from the date of the outbreak

d) if *you* are at the time of the outbreak in breach of *your* statutory obligations in respect of the control of Legionellosis.

The most *we* will *pay* is £25,000 any one *claim* and in all in any one Period of Insurance after the application of all other terms and conditions of this Policy

16 Loss of Domestic Heating Oil

loss of domestic heating oil *due to* its physical *damage* up to £5,000 any one *claim*

17 Managing Agents

property at the premises of any managing agents employed or engaged to collect RENT.

Provided always that:

a) such RENT is not paid to *you* as a direct result of the *claim*

b) the RENT is not outstanding for 120 days in excess of its due date

c) all reasonable steps to recover the RENT are taken

d) such RENT is not recoverable under any other policy

e) the most *we* will *pay* is 20% of the sum insured on *buildings*

18 Metered Utilities

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

We will not *pay* more than £25,000 any one *claim*

19 Named Diseases, Vermin, Defective Sanitary Arrangements, Murder and Suicide

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

a) i) any occurrence of a Named Disease (as defined below) at the *premises* or attributable to food or drink supplied from the *premises*

ii) any discovery of an organism at the *premises* likely to result in the occurrence of a Named Disease

b) the discovery of vermin or pests at the *premises*

c) any accident causing defects in the drains or other sanitary arrangements at the *premises*

which causes restrictions on the use of the *premises* on the order or advice of the competent local authority

d) any occurrence of murder or suicide at the *premises*.

Provided always that:

i) Named Disease shall mean illness sustained by any person resulting from:

1) food or drink poisoning; or

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

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

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

ii) *we* will not *pay:*

1) for the costs of cleaning, repair, replacement, recall or checking of *property* or *premises*

2) for *claims* not solely attributable to occurrence, discovery or outbreak at the *premises*

3) for any claim for loss of RENT and/or alternative accommodation costs incurred more than 3 months from the occurrence, discovery or outbreak

4) where *you* do not take all reasonable steps to prevent the occurrence of disease, infection, pests or vermin or to maintain all drains, sanitary arrangements and air conditioning in efficient condition

iii) the most *we* will *pay* is £25,000 any one *claim* and in all in any one Period of Insurance

20 Prevention of Access

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

a) within a one mile radius of the *buildings* which prevents or hinders their use or access to them whether the *buildings* are damaged or not

b) at the *buildings* of *your* Managing Agents in the *territorial limits*.

We will not *pay*:

i) for any claim for loss of RENT and/or alternative accommodation costs incurred more than 3 months from the occurrence

ii) any amount in excess of 20% of the Sum Insured on *buildings* to which use or access is prevented or hindered or £25,000 any one *claim* and in all in any one Period of Insurance, whichever is the lesser

iii) for *damage* to the *property* of any supply undertaking which prevents or hinders the supply of electricity, gas, water or telecommunications to the *buildings*

iv) for any *claim* where the prevention or hindrance of access or use is less than 4 hours' duration

21 Public Utilities

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

a) generating station or sub-station of a public electricity supply undertaking

b) land-based premises of the public gas supply undertaking or any national gas producer linked directly to them

c) waterworks and pumping stations of a public water supply undertaking

d) land-based premises of any public telecommunications undertaking

from which the *buildings* obtain electricity, gas, water or telecommunication services. *We* will not *pay* any amount in excess of 20% of the Sum Insured on *buildings* to which the Public Utilities supply is affected or £25,000 any one occurrence and in all in any one Period of Insurance, whichever is the lesser.

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

22 Removal of Debris

costs and expenses necessarily incurred by *you* with *our* consent in:

a) removing debris including costs of removal of debris relating to a tenant's contents, including any residents' contents within residential portions of *buildings* provided such costs are not recoverable from another source

b) dismantling and/or demolishing and/or shoring or propping up

c) boarding up of windows and doors

d) weatherproofing

of the portion or portions of the *property* insured by the said items destroyed or damaged

23 Removal of Nests

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

We will not *pay*:

a) more than £1,000 any one *claim* nor more than £5,000 in any Period of Insurance

b) the costs of removing nests already in the *buildings* before the inception of this Policy

24 Replacement of Keys and Resetting of Digital Locks

up to £25,000 any one *premises* to replace locks to the doors of the *buildings* following accidental *damage* to keys or resetting of digital lock within the *territorial limits* where there is reasonable evidence that such keys or digital locks have been copied by an unauthorised person

25 Trace and Access

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

We will not *pay* more than £25,000 any one *claim*

26 Tree Felling and Lopping

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

We will not *pay*:

a) more than £5,000 any one *claim* and £10,000 in any one Period of Insurance

b) legal or local authority costs involved in removing trees

c) costs incurred solely to comply with any Preservation Order

27 Tree Removal

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

We will not *pay:*

a) more than £5,000 any one *claim* and £10,000 in any one Period of Insurance

b) unless the *claim* is *due* to an operative Insured Peril

28 Unauthorised use of Electricity, Gas, Oil or Water

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

The most *we* will *pay* is £25,000 for any one *claim*.

Extensions applicable to Section 1

This insurance extends to include:

1 Bailor's Goods

damage to goods in the custody and control of *you* and for which *you* are legally liable as bailor whilst situate within the *premises* in so far as such goods are not otherwise insured.

Provided always that *we* will not pay:

a) in respect of *damage due to* theft or any attempt thereat of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery or money

b) in respect of unaccountable losses

c) unless a signed inventory is issued to the *resident* as soon as a repossession takes place.

The most *we* will *pay* is £50,000 any one *claim*

2 Capital Additions

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

Provided always that:

a) *you* tell us about them as soon as *you* can but not later than 6 months after *you* become responsible for them

b) *you* effect specific insurance from the time *you* become responsible for them

c) *we* will not *pay*:

   i) more than 20% of the *buildings*' DECLARED VALUE or £5,000,000 whichever is the lesser

   ii) for appreciation in value.

This Extension does not apply to *buildings*:

i) for which *you* have been responsible for more than 6 months

ii) which are otherwise insured

3 Contract All Risks

damage to materials or supplies at the *premises* for use in any refurbishment work or extensions being undertaken on the *buildings*.

We will not pay for damage:

a) where the contract value exceeds £500,000

b) where more specific insurance is in force

4 Contractors' Interest

where *you* are required to effect insurance on the *buildings* in the joint names of *yourselves* and the contractor under the terms of a contract condition then the interest of the contractor in the *buildings* as a joint insured is hereby noted subject to any single contract valued in excess of £500,000 being advised to *us* and an additional premium being paid as appropriate

5 Contracting Purchaser's Interest

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

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

a) if the *property* is otherwise insured by or on behalf of the contracting purchaser

b) after completion

c) if the purchase is not completed

6 Energy Performance and Sustainable Buildings

the insurance under *buildings* includes:

a) the additional cost of reinstatement incurred with *our* prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or damaged *property* insured

b) the additional cost of reinstatement incurred with *our* written consent to reinstate the lost, destroyed or damaged *property* to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment

c) the reasonable additional cost of reinstatement incurred with *our* written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided always that:

i) *we* will not be liable for any undamaged portions of the *building*

ii) *we* will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the *building* or by the owner thereof by reason of the works funded by the application of this clause

iii) *we* will not be liable for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament of bye-laws of any public authority under which notice has been served upon the policyholder prior to the happening of the DAMAGE

iv) *our* obligation under any item of this Policy other than this Extension is reduced by the application of any of the terms and conditions of this Policy then *our* liability under this Extension in respect of any such item will be reduced in like proportion.

The most *we* will *pay* is £50,000 any one *claim* and in all in any one Period of Insurance

7 Sink Holes

in the event of any damage to land at the *premises*, where such damage has not occurred to the buildings, caused by the sudden and unexpected opening up of a depression or hole in the ground following the collapse of the surface layer but excluding damage:

a) arising from the movement of made up ground or fill material

b) arising from fracking activities

c) arising from ongoing subterranean human activity

d) arising from construction activities at the premises

e) predating or in evidence at the start of the Period of Insurance

we will pay costs and expenses under this Extension to rectify such damage but not exceeding more than £25,000 for any one *claim*

8 Temporary Removal

your property otherwise insured under this Section within the *territorial limits* whilst temporarily removed from the *premises*. *We* will not:

a) *pay* more than £10,000 any one *claim*

b) *pay* under this Extension in respect of *damage* to MONEY.

Conditions applicable to Section 1

1 Automatic Fire Alarm Installation

Where an automatic fire alarm installation is installed and *your* responsibility *you* must:

a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defects

b) carry out the maintenance procedures specified by the manufacturers of the equipment

c) notify *us* immediately of any disconnection or failure likely to leave any area unprotected for more than 12 hours

d) record details of all events such as alarms, faults, tests, maintenance and disconnections and keep them in case *we* wish to examine them.

2 Automatic Reinstatement following Loss

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

a) *you* pay the appropriate premium to reinstate the DECLARED VALUE from the date of the loss

b) *you* undertake to implement without delay any additional protections which *we* may require for the further security of the *buildings*

c) *you* or *we* have not given written notice to the contrary.

3 Contribution

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

4 Fire Extinguishing Appliances

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

5 Inflation Protection

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

6 Intruder Alarm Protection

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

a) installed in accordance with the installer's specification. No alteration or variation of the system(s) or any structural alteration to the *buildings* which would affect the system(s) may be made without *our* written consent

b) kept in full and efficient working order at all times and serviced under a maintenance contract

c) tested and set whenever the alarmed part of the *buildings* is closed or not attended by *you* or by any person *you* have authorised to be responsible for the security of the *buildings you* must tell us immediately if *you* receive a notice from the:

   i) police or a security organisation saying that the system(s) signals will be disregarded or their response downgraded

   ii) Local Authority or a Magistrate of any requirement imposed under the Environmental Protection Act or other legislation which requires modification of the system(s).

7 Mortgagees and Lessors

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

8 Non Invalidation

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

a) it is without *your* authority or knowledge or beyond *your* control

b) *you* tell us as soon as *you* become aware of the increased risk of *damage*

c) *you* pay any additional premium.

9 Other Interests

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

10 Repairs and Alterations

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

11 Security Protections

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

12 Tenant's Subrogation Waiver

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

a) the *damage* did not result from a criminal, fraudulent or malicious act of the tenant

b) the tenant contributes to the cost of insuring the *buildings* against the peril which caused the *damage*.

13 Unoccupied Buildings

If UNOCCUPIED buildings are covered under this Section *you* must:

a) turn off all mains services (except the electricity supply to maintain any fire or intruder alarm system) and completely drain the water system

b) inspect the building internally and externally and remove waste at intervals of no more than 7 days

c) take reasonable steps to prevent accumulations of mail

d) secure the building against unlawful entry by closing and locking doors and windows and setting any security and alarm systems

e) pay the first £1,000 of each *claim* for *damage* to UNOCCUPIED buildings *due to* malicious persons, storm, flood, water *damage*, theft or accidental *damage*.

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

1 Fire, Smoke, Lightning, Thunderbolt and Explosion

a) Fire.

b) Smoke but excluding any gradually operating cause.

c) Lightning and/or thunderbolt.

d) Explosion.

2 Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

3 Riot, Civil Commotion, Strikers, Locked-out Workers

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

4 Malicious Persons

Malicious persons excluding *damage*:

a) caused by *you*, *your officers*, or an *employee*

b) caused by a *resident* to the portion of the *buildings* in which they reside

c) to garden landscaping and paving, garden furniture, trees and plants except that *we* will *pay* for the first £1,000 any such *damage*.

5 Earthquake

Earthquake.

6 Subterranean Fire
Subterranean Fire.

7 Spontaneous Fermentation/Heating
Fire only, resulting from the *buildings*' own spontaneous fermentation or heating.

8 Storm or Flood
Storm or flood excluding *damage*:

a) attributable solely to change in the water table level other than for an amount of any loss of less than £1,000,000 and subject to an *excess* of £2,500

b) caused by frost, subsidence, ground heave or landslip

c) to garden landscaping and paving, garden furniture, trees and plants except that *we* will *pay* for the first £1,000 of any such *damage*.

9 Water Damage
Escape of water from or freezing of water in any fixed water installation.

10 Impact
Impact by any road vehicle, marine vessel or animal or train excluding *damage* by insects or pets. The most *we* will *pay* for *damage* caused by impact by marine vessel is £500,000.

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

12 Breakage or Collapse of Communication Aerials
Breakage or collapse of communication aerials.

13 Theft
Theft or attempted theft excluding *damage*:

a) by *you*, *your officers*, or an *employee*

b) caused by a *resident* to the portion of the *buildings* in which they reside

c) to garden landscaping and paving, garden furniture, trees and plants.

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

a) caused by or consisting of:

i) the normal settlement or bedding down of new structures

ii) the settlement or movement of made up ground

iii) coastal or river erosion

iv) defective design or workmanship or the use of defective materials

v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

b) caused by the movement of solid floor slabs unless the foundations beneath the external walls of the *buildings* are damaged at the same time and from the same cause

c) which originated prior to the inception of this cover

d) resulting from:

i) demolition, construction, structural alteration or repair of any *property*; or

ii) groundworks or excavation at the *premises*.

15 Accidental Damage

Accidental *damage* excluding:

a) *damage due to* or excluded under any other Insured Peril whether shown as operative in the Certificate or not

b) *damage due to* or consisting of:

i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, faulty or defective design or materials

ii) faulty or defective workmanship, operational error or omission on *your* part or the part of any *officer*, *employee* or *resident*

but this will not exclude subsequent *damage* to *buildings* which itself results from a cause not otherwise excluded

c) *damage due to* or consisting of:

i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching

ii) change in temperature, colour, flavour, texture or finish

iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith

iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but this will not exclude subsequent *damage* to *buildings* which itself results from a cause not otherwise excluded

d) *damage due to* disappearance, unexplained or inventory shortage, misfiling or misplacing of information

e) *damage* to *buildings* or structures in course of construction or erection and materials or supplies connected with them

f) the cost of maintenance or routine decoration

g) *damage* to garden landscaping and paving, garden furniture, trees and plants.

Exclusions applicable to Section 1

This Section does not cover:

1 Building Collapse/Cracking

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

2 Consequential Loss

consequential loss of any kind or description not specifically provided for in this Section

3 Electrical Plant

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

4 Electronic Risks

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

b) loss, cost or expense *due to virus or similar mechanism* or *hacking* or *denial of service attack*

but this shall not exclude *damage* or loss, cost or expense arising therefrom which results from Insured Perils 1-12 or 14 where insured but excluding the acts of malicious persons which do not involve physical force or violence

5 Insured Perils Excess

the *excess* shown in the Certificate, applied separately to each *claim* at each separate *premises*

6 Northern Ireland Civil Commotion

loss or damage *due to* civil commotion in Northern Ireland

7 Pollution/Contamination

loss or damage or any cost, expense or consequential loss *due to*, consisting of or resulting from pollution or contamination except:

a) where the pollution or contamination results from an Insured Peril other than Insured Peril 15

b) where an Insured Peril other than Insured Peril 15 results from pollution or contamination

c) in respect of Insured Peril 15 the pollution or contamination is sudden, identifiable, and unintended

8 Property More Specifically Insured

property more specifically insured by *you* or on *your* behalf

9 Terrorism

loss or damage *due to* TERRORISM.

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

Section 2 – Property owners' liability

Special Definitions

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

CLEAN UP COSTS

a) Testing for or monitoring of POLLUTION OR CONTAMINATION

b) the costs of REMEDIATION required by any ENFORCING AUTHORITY to a standard reasonably achievable by the methods available at the time that such REMEDIATION commences.

ENFORCING AUTHORITY

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the *territorial limits*.

POLLUTION OR CONTAMINATION

a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) all *damage* or *injury due to* such pollution or contamination.

REMEDIATION

Remedying the effects of POLLUTION OR CONTAMINATION including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Cover

We will indemnify *you* for all sums which *you* may become legally liable to pay as damages and claimants' costs and expenses in respect of:

a) accidental *injury* to any person (other than an *employee* where such *injury* arises out of and in the course of their employment)

b) accidental *damage* to:

   i) personal effects including motor vehicles and their contents belonging to *your* guests or any guests of *your officers* or *employees* whilst the personal effects are in *your* custody or control or the custody or control of *your officers* or *employees*

   ii) *buildings*, including their fixtures and fittings which *you* lease, hire or rent excluding:

      1) *damage* to their contents

      2) liability which *you* have assumed solely because of a tenancy or other agreement

      3) the first £250 of each *claim* for *damage* unless the *damage* is caused by fire or explosion

c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way

d) unlawful detention, imprisonment or arrest

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

Extensions applicable to Section 2

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

1 Contingent Motor Liability (Non-Owned Vehicles)

your legal liability for accidental death of or accidental *injury* to any person and/or accidental *damage* to *property* arising out of the use of any motor vehicle not the property of nor provided by *you* and being used in connection with the *business*.

Provided always that *we* will not *pay* under this Extension:

a) in respect of *damage* to such vehicle or to goods conveyed therein or thereon

b) for accidental *injury* to any person and/or accidental *damage* to *property* arising while such vehicle is being driven by *you* or by any person who to the knowledge of *you* or *your* representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

c) in respect of liability more specifically insured under any other insurance

d) in respect of liability arising outside the *territorial limits*

2 Corporate Manslaughter

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

Provided always that:

a) the most *we* will *pay* is £5,000,000 in any one Period of Insurance or the Limit of Indemnity stated in the Certificate whichever is the lesser. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Certificate

b) this Extension will only apply to proceedings brought in the *territorial limits*

c) *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of *you*

d) *you* will give to *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this Extension

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) *we* will be under no liability:

   i) where *you* have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

   ii) in respect of fines or penalties of any kind

   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

      1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

      2) the Food Safety Act 1990 or any regulations made thereunder

      3) the Consumer Protection Act 1987 or any regulations made thereunder

   iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance

g) where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at *our* liability payable under this Extension

3 Court Attendance Costs

£250 per day whilst *you* or any of *your officers* or £100 per day whilst any of *your employees*, attends a court as a witness at *our* request in connection with a claim under this Section

4 Cross Liabilities

each party is entitled to indemnity under this Certificate as though a separate policy had been issued to each of them. The total amount for which *we* will be liable to all such parties including *you* will not exceed in the aggregate the Limit of Indemnity shown in the Certificate

5 Data Protection

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

a) Sections 168 and 169 of the Data Protection Act 2018

b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

The most *we* will *pay* is £1,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the Certificate.

We will not pay for:

i) fines, penalties, liquidated, punitive or exemplary damages

ii) the costs of notifying any person regarding loss of personal data

iii) the cost of replacing, reinstating, rectifying or erasing any personal data

iv) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by *you*

6 Defective Premises Act

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

a) *we* will not *pay* for the cost of remedying any defect or alleged defect in any premises

b) *you* are not entitled to indemnity under any other policy

c) the premises were insured by this Policy before its cancellation or expiry

7 Environmental Clean up Costs

all sums including statutory debts that *you* are legally liable to pay in respect of CLEAN UP COSTS arising from environmental damage caused by POLLUTION OR CONTAMINATION where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

a) liability arises from POLLUTION OR CONTAMINATION caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All POLLUTION OR CONTAMINATION which arises out of one incident will be deemed to have occurred at the same time such incident takes place

b) *our* liability under this Extension will not exceed £1,000,000 any one *claim* and in the aggregate in any one Period of Insurance and will be the maximum *we* will *pay* inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Certificate

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) *we* will not *pay*:

   i) in respect of CLEAN UP COSTS for *damage* to *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control

   ii) for *damage* connected with pre-existing contaminated *property*

   iii) for *damage* caused by a succession of several events where such individual event would not warrant immediate action

   iv) in respect of removal of any risk of an adverse effect on human health on *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control

   v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time REMEDIATION commences

   vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being POLLUTION OR CONTAMINATION caused by a sudden, identifiable, unintended and unexpected incident

   vii) for *damage* resulting from an alteration to subterranean stores of groundwater or to flow patterns

   viii) in respect of costs for the reinstatement or reintroduction of flora or fauna

   ix) for *damage* caused deliberately or intentionally by *you* or where *you* have knowingly deviated from environmental protection rulings or where *you* have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which *you* are responsible

   x) in respect of fines or penalties of any kind

xi) for *damage* caused by the ownership or operation on behalf of *you* of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

xii) for *damage* which is covered by a more specific insurance policy

xiii) for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv) for *damage* caused by disease in animals belonging to or kept or sold by *you*

8 Indemnity to Directors and Employees

at *your* request:

a) any of *your officers* or *employees*:

i) where *you* would have been entitled to cover if the claim had been made against *you*

ii) in respect of private work carried out with *your* consent for an *officer* or *employee* by an *employee*

b) any *officer*, member or *employee* of *your* catering, social, sports and welfare organisations, security, ambulance, fire and first aid services.

Provided always that *we* will not be liable under this Extension unless *we* have the sole conduct and control of all claims

9 Indemnity to Principal

any public or local authority or other principal where *you* would have been entitled to cover if the claim had been made against *you* including any costs, charges and expenses in respect thereof.

Provided always that *we* will not be liable under this Extension unless *we* have the sole conduct and control of all claims

10 Legal Costs

all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by *us* or with *our* consent

11 Legal Defence Costs

legal costs and expenses which *you* incur with *our* written consent or at *your* request, which any of *your officers* or *employees* incur in the defence of a prosecution (including an appeal against a conviction) for an alleged or actual breach of the following legislation during the Period of Insurance and which relates to any event arising in the course of the *business* involving *injury* or *damage* to *property* which is or may be the subject of indemnity under this Section:

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

b) Part II of the Consumer Protection Act 1987

c) The Food Safety Act 1990.

We will not *pay* for:

i) proceedings brought outside the *territorial limits*

ii) costs, expenses or reimbursements arising in connection with:

1) any order made under Section 16, 17 or 35 of the Consumer Protection Act 1987

2) any order made under Section 9 or resulting from Regulations as to charges under Section 45 of the Food Safety Act 1990

12 Legionella

your legal liability arising from POLLUTION OR CONTAMINATION *due to* any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

All POLLUTION OR CONTAMINATION which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like shall be deemed to have occurred on the date that *you* first become aware of circumstances which have given rise to such POLLUTION OR CONTAMINATION.

We will not *pay* for any claim arising from POLLUTION OR CONTAMINATION which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the current Period of Insurance *you* were aware of circumstances which have or may give rise to such POLLUTION OR CONTAMINATION.

Exclusion 13 will not apply in respect of the insurance under this Extension.

The most *we* will *pay* under this Extension is £5,000,000 *due to* all *claims* happening in any Period of Insurance.

You must give *us* notice in writing immediately on becoming aware of circumstances which have given or may give rise to a claim under this Extension of cover

13 Loading/Unloading
liability which *you* incur in respect of *injury* or *damage* to *property* during loading or unloading of any motor vehicle or the bringing to or taking away of a load from that vehicle, provided *you* are not entitled to indemnity under any other policy

14 Personal Representatives
the legal personal representative of any person who is entitled to cover under this Section but only in respect of liability incurred by the person whom they are representing provided always that:

a) any person entitled to cover under the terms of this Section satisfies the terms and conditions of this Policy so far as they can apply

b) *we* have the sole conduct and control of any claim.

Provisions applicable to Section 2

1 Adjustments
Where any premium is calculated on estimates *you* must declare to *us* any information required for the expired Period of Insurance and pay any additional premium.

2 Company Registration
We will only insure *you* under this Section if *you* are registered in the *territorial limits*.

Exclusions applicable to Section 2

This Section does not apply to or include:

1 Airside Risks
damages, costs and expenses incurred *due to* ownership or operation of any aircraft landing or airside facility

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

3 Cyber
liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with *your* use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

a) this exclusion shall not apply in respect of all sums which *you* become legally liable to pay as compensation for:

   i) physical bodily injury or disease

   ii) physical loss of or physical damage to material property

b) *our* liability will not exceed the limit of indemnity stated in the Certificate for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one Period of Insurance and will be the maximum *we* will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the Certificate.

This exclusion is not applicable to the indemnity provided by Extension 5 – Data Protection

4 Defective Work
loss of or damage to that part of any property upon which *you* or any servant or agent of *yours* is or has been working where the loss or damage is the direct result of such work

5 Demolition, Erection and Alteration
damages, costs and expenses incurred *due to* demolition, erection or structural alteration of or addition to new or existing *buildings*

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

7 Goods
damages, costs and expenses incurred *due to goods*. This exclusion will not apply to *buildings* or land in respect of the insurance provided under Extension 6 – Defective Premises Act

8 Liquidated or Punitive Damages
a) liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement

b) aggravated, exemplary, vindictive or punitive damages awarded by any court of law outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

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

10 North America
any liability *due to*:

a) any *goods* knowingly sold or supplied by *you* for delivery or use

b) any claim made or brought

c) *injury*, unlawful arrest or *damage* to *property*

occurring in the United States of America or Canada

11 Offshore Work
any amount in respect of *injury* or *damage* to *property due to* work on or visit or travel to or from any offshore structure by *you*, *your officers* or *your employees* or any other party engaged by *you* or on *your* behalf

12 Other Business
damages, costs and expenses incurred *due to your* pursuit or exercise of any trade, calling or profession other than the *business*

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

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

14 Professional Advice
liability arising out of professional advice given by *you* for a fee or in circumstances where a fee would normally be charged

15 Replacing, Repairing or Guaranteeing Goods
replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any *goods*

16 Vessels and Craft
liability arising from the ownership or possession or use by *you* or on *your* behalf of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways

17 Waking Watch
liability arising directly or indirectly from the use of or reliance upon any waking watch system undertaken by any tenant, member of a residents' association or right to manage company.

Limits of Indemnity

the Limits of Indemnity shown in the Certificate are *our* monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one *claim* except for *claims* for POLLUTION OR CONTAMINATION where the Limits of Indemnity shown apply in the aggregate in any one Period of Insurance but in no circumstances will *we pay* more than £10,000,000 in respect of *claims* for POLLUTION OR CONTAMINATION *due to* incidents in any Period of Insurance.

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

Notwithstanding the number of separate named insureds *our* aggregate liability under this Policy to such insureds jointly and severally shall be the same amount as if there were only one insured party and such amount shall not exceed £10,000,000. The same occurrences or other aggregating provisions across any of the insureds suffering loss from such occurrences shall be deemed to be single occurrence.

Section 3 – Employers' liability

This section is only operative if stated in the Certificate.

Special Definition

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

TERRORISM

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

   i) involves violence against one or more persons

   ii) involves damage to property

   iii) endangers life other than that of the person committing the action

   iv) creates a risk to health or safety of the public or a section of the public

   v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Cover

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

Extensions applicable to Section 3

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

1 Corporate Manslaughter

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

Provided always that:

a) the most *we* will *pay* is £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Certificate

b) this Extension will only apply to proceedings brought in the *territorial limits*

c) *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of *you*

d) *you* will give to *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this Extension

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) *we* will not *pay*:

   i) where *you* have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

   ii) in respect of fines or penalties of any kind

   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder

   iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance

g) where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and/or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at *our* liability payable under this Extension

2 Court Attendance Costs

£250 per day whilst *you* or any of *your officers* or £100 per day whilst any of *your employees*, attends a court as a witness at *our* request in connection with a claim under this Section

3 Cross Liabilities

each party who is entitled to indemnity under this Section as though a separate policy had been issued to each of them. Provided always that the total amount *we* will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the limit of indemnity stated in the Certificate

4 Health and Safety at Work etc. Act 1974

legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with *our* consent to act for *you* or on *your* behalf or any director or *employee* in their defence against criminal charges brought under:

a) Sections 36 or 37 of the Health and Safety at Work Act etc. 1974 in respect of an offence as defined in Section 33 of the said Act

b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the *business* involving *injury* which is or may be the subject of indemnity under this Section including costs of prosecution awarded against *you* or any director or *employee* arising from such proceedings.

Provided always that:

i) this Extension will apply only to proceedings brought in the *territorial limits*

ii) *we* will be under no liability:

1) where *you* or any director or *employee* is insured by any other policy

2) where the criminal charge is in respect of any deliberate or intentional criminal act of *yours* or *your* director or *employee*

3) in respect of legal fees and expenses which *you* or any director or *employee* may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or *employee*

4) in respect of fines or penalties of any kind

5) in respect of any proceedings not related to the health, safety or welfare of an *employee*

iii) *you* or any director or *employee* will give *us* immediate notice of any summons or other process served and of any event that may give rise to proceedings against *you* or any director or *employee*.

5 Indemnity to First Aid and Medical Teams

any director or *employee* while acting as a member of *your* first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other *employee* resulting from treatment given in connection with any *injury* sustained by such person and arising out of and in the course of the employment of such person by *you*

6 Indemnity to Directors and Employees

at *your* request:

a) any of *your officers* or *employees*:

i) where *you* would have been entitled to cover if the claim had been made against *you*

ii) in respect of private work carried out with *your* consent for an *officer* or *employee* by an *employee*

b) any *officer*, member or *employee* of *your* catering, social, sports and welfare organisations, security, ambulance, fire and first aid services

Provided always that *we* will not be liable under this Extension unless *we* have the sole conduct and control of all claims

7 Indemnity to Principal
any public or local authority or other principal where *you* would have been entitled to cover if the claim had been made against *you* including any costs, charges and expenses in respect thereof.

Provided always that *we* will not be liable under this Extension unless *we* have the sole conduct and control of all claims

8 Injury to Partner or Proprietor
an *injury* to *you* or *your* partner in the same way *we* would treat an injury to an *employee*.

Provided always that:

a) the *injury* occurs whilst *you* or *your* partner is engaged in connection with the *business*

b) the *injury* is caused by another partner or by an *employee* whilst engaged in connection with the *business*

c) *you* or *your* injured partner has a valid right of action against the party responsible for such *injury*

9 Personal Representatives
the legal personal representative of any person who is entitled to cover under this Section but only in respect of liability incurred by the person whom they are representing provided always that:

a) any person entitled to cover under the terms of this Section satisfies the terms and conditions of this Policy so far as they can apply

b) *we* have the sole conduct and control of any claim

10 Solicitors' Fees
a) legal fees for representation at any coroner's inquest, fatal injury inquiry or proceedings in any court of summary jurisdiction or similar court of inquiry in the country of jurisdiction

b) other costs and expenses which *you* incur with *our* written consent.

Provisions applicable to Section 3

1 Adjustments
Where any premium is calculated on estimates *you* must declare to *us* any information required for the expired Period of Insurance and pay any additional premium.

2 Company Registration
We will only insure *you* under this Section if *you* are registered in the *territorial limits*.

3 Terrorism Limitation
The Limit of Indemnity payable under this Section in respect of any *claim due to* TERRORISM is £5,000,000.

Exclusions applicable to Section 3

This Section does not apply to or include:

1 Motor Vehicles
liability for which compulsory motor insurance or security is required under road traffic legislation

2 Offshore Work
any amount in respect of *injury* or *damage* to *property due to* work on or visit or travel to or from any offshore structure by *you*, *your officers* or *your employees* or any other party engaged by *you* or on *your* behalf.

Limits of Indemnity

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

General exclusions

This Policy does not cover:

1 Communicable Diseases

Not applicable to Section 3 – Employers' liability

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

a) a *communicable disease*; or

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

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

This exclusion does not however apply to the following:

i) Section 1 – Material damage – in respect of and only to the extent of cover expressly stated as being provided under the additional covers titled Legionellosis and Named Diseases, Vermin, Defective Sanitary Arrangements, Murder and Suicide

ii) to *damage* or loss, cost or expense arising therefrom which results from a *defined peril* but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a *communicable disease* to come into contact with the premises or property of any person or entity or cause or attempt to cause another person or persons to contract a *communicable disease*

iii) Section 2 – Property owners' liability – in respect of:

1) food or drink poisoning; or

2) Legionnaires' disease under the Extension titled Legionella but only to the extent of cover expressly stated as being provided under the Extension

2 Date Related Performance and Functionality

Not applicable to Section 3 – Employers' liability

loss, destruction or damage, additional expenditure or extra expenses, legal liability or other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

a) the way in which any *data processing system* responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any *data processing system* responding to or dealing in any way with:

i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such *data processing system* is *your* property or not but in respect of all insurances other than Property Owners' Liability this will not exclude *damage* or loss, cost or expense arising therefrom which itself results from a *defined peril*

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

Not applicable to Section 3 – Employers' liability

death, injury, disablement, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by:

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any *nuclear installation*, *nuclear reactor* or other explosive nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, mutiny, acts of foreign enemy, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Provided always that:

i) exclusions a), b), c) and d) will not apply to Section 3 – Employers' liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury.

ii) exclusions e) and f) will not apply to Section 3 – Employers' liability.

General conditions

1 Arbitration

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

2 Cancellation

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

We will give *you* the following notice:

a) 7 days in the event of non-payment of an instalment premium on its due date

b) 30 days in other circumstances.

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

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

3 Change in Circumstances

You must notify *us* as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

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

If *you* do not notify *us* of any such change this Policy may be affected in one or more of the following ways depending on what *we* would have done had *we* known about the change in circumstances:

a) if *we* would not have continued to provide *you* with any cover *we* may treat this Policy as if it did not exist from the date of the change in circumstances; or

b) if *we* would have applied different terms to the cover *we* may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or

c) if *we* would have charged *you* a higher premium for providing the cover *we* will charge *you* the additional premium which *you* must pay in full.

4 Fair Presentation of the Risk

a) At inception and renewal of this Policy and also whenever changes are made to it at *your* request *you* must:

   i) where *you* have taken out this Policy for purposes which are wholly or mainly related to *your* trade, business or profession, disclose to *us* all material facts in a clear and accessible manner and not misrepresent any material facts; and

   ii) where *you* have taken out this Policy for purposes which are wholly or mainly unrelated to *your* trade, business or profession, take reasonable care not to misrepresent any material facts.

b) If *you* do not comply with clause a) of this condition and the non-disclosure or misrepresentation by *you* is proven by *us* to be deliberate or reckless *we* may from the relevant date specified in clause d):

   i) treat this Policy as if it had not existed; and

   ii) not return the premium paid by *you*.

c) If *you* do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what *we* would have done if *we* had known about the facts which *you* failed to disclose or misrepresented:

   i) if *we* would not have provided *you* with the cover *we* will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or

ii) if *we* would have applied different terms to the cover *we* will have the option to treat this Policy as if those different terms apply; and/or

iii) if *we* would have charged *you* a higher premium for providing the cover *we* will charge *you* the additional premium which *you* must pay in full.

d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. *We* may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.

e) Where this Policy provides cover for any person other than *you* and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession *we* will not invoke the remedies which might otherwise have been available to *us* under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than *you*.

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

5 Fraudulent Claims

If *you* or anyone acting on *your* behalf:

a) makes a fraudulent or exaggerated claim under this Policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this Policy for loss or damage which *you* or anyone acting on *your* behalf or in connivance with *you* deliberately caused; or

e) realises after submitting what *you* reasonably believed was a genuine claim under this Policy and then fails to tell *us* that *you* have not suffered any loss or damage; or

f) suppresses information which *you* know would otherwise enable *us* to refuse to pay a claim under this Policy

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

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

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

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

6 Reasonable Precautions

You must:

a) ensure all reasonable precautions are taken to prevent or minimise *damage*, accident, *injury*, financial loss or other loss

b) make every effort to comply with any statutory requirements and other safety regulations imposed by any authority

c) keep a complete set of accounts

d) take up references before entrusting *property* to a new *employee*.

7 Sanctions

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

Claims conditions

1 Claims Procedure

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

Notification

a) notify Gallagher or *us* immediately

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

Full Details

c) provide Gallagher or *us* with, at *your* expense:

   i) full written information about the loss and any evidence or assistance *we* require including details of any other insurance covering the loss. If *damage* is caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances full information must be provided within 7 days

   ii) a statutory declaration of the truth of the claim and of any matters connected with it if *we* ask *you* to

Summonses or Other Documents

d) notify Gallagher or *us* immediately of any writ, summons, process or other document.

You must not negotiate, *pay*, settle, admit or repudiate liability or claim without *our* written consent.

2 Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by *you* or on *your* behalf providing an indemnity in respect of such claim *our* liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy in whole or in part or from contributing proportionally *our* liability under this Policy will be limited to any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.

3 Our Rights

We will:

a) be entitled to take over the defence or settlement of any claim made upon *you* by any other party and *you* will give all assistance as may be reasonably required by *us*

b) have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the *property* insured and to deal with the salvage in a reasonable manner but the Insured will not be entitled to abandon any property to *us*

c) be entitled to take benefit of any rights of *us* against any other party before or after *we* have received indemnification under this Policy and *you* will give all assistance as may be reasonably required by *us*

d) at any time *pay*:

   i) the Limit of Indemnity shown in the Certificate (after deduction of any amount already paid); or

   ii) any lesser amount for which the claim can be settled.

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

4 Reinstatement/Replacement of Property

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

Zurich Insurance Company Ltd
A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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Residential Property Owners
Summary of Cover

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance Company Ltd Residential Property Owners policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document.

Type of insurance and cover
This package policy is for residential property owners.

Please see your Policy Certificate for the covers that have been selected and for the buildings value and insurance premium information.

The standard duration of this non-investment insurance contract is 12 months. Please see your policy Certificate for the start and end dates.

Significant features and benefits

- Inflation protected. The declared value is the deemed cost to rebuild the entire premises if it was destroyed on the first day of the policy and the policy will pay up to an additional 50% to allow for inflation. It is important that the declared value is accurate as it could affect the claim settlement.
- Cover for additional costs incurred due to public authority requirements.
- Rent or alternative accommodation up to 40% of buildings sum insured.
- Deletion of the policy average clause.
- Loss of metered water up to £25,000 in any Period of Insurance.
- Water damage tracing costs up to £25,000.
- Re-letting costs up to £5,000 in any Period of Insurance.
- Reasonable boarding-up costs included.
- Fly tipping costs incurred by the insured £10,000 up to £25,000 for any one claim and in any Period of Insurance
- Storm or Flood damage additionally attributable solely to change in the water table up to £1,000,000.
- Prevention of access cover up to 20% of buildings sum insured.
- Removal of nests up to £1,000 any one claim and £5,000 in any Period of Insurance.
- Tree felling/lopping/removal up to £5,000 and £10,000 in any Period of Insurance.
- Public utilities cover up to 20% of buildings sum insured.
- Other interests/contracting purchasers' interests, are noted provided we are informed in the event of a loss.
- Temporary removal cover for cleaning, renovation or repair up to £2,500 any one claim.
- Reasonable costs for fire extinguishment expenses.
- Keys – up to £10,000 any one Premises to replace locks to the doors of the buildings, where there is evidence that they have been copied by an unauthorised person.
- Unauthorised use of electricity, gas, oil, water or telecommunications up to £25,000 any one claim.
- Sinkhole cover up to £10,000 any one claim.

Material Damage

- Damage to property insured against fire and additional perils of lightning, explosion, aircraft, earthquake, theft, riot & civil commotion, malicious persons, storm or flood, escape of oil or water, impact by vehicles or animals, breakage or collapse of communication aerials, subsidence and accidental damage.
- Wide definition of buildings including:
  - landlords' fixtures and fittings, outbuildings, roads, garden machinery, garden furniture, trees and plants.
- Contents of common parts including:
  - furniture, carpets, curtains, equipment and tenants' improvements.

Exclusions for Material Damage

- Excess - the amount specified in the schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified (see Exclusions under section 1 - Material Damage).
- Mechanical or electrical breakdown (see Exclusions under Accidental Damage).
- Damage caused by faulty or defective design or workmanship (see Exclusions under Accidental Damage).
- Damage caused by wear and tear (see Exclusions under Accidental Damage).
- Damage caused by fraud or dishonesty (see General Provisions which apply to the whole policy for details).
- Theft of the contents from the common areas of the property unless there has been a forcible and violent entry or exit (see Exclusions under Theft).
- Subsidence caused by the usual settlement or bedding down of structures or movement of made-up ground (see Exclusions under Subsidence).
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident (see Exclusions under section 1).
- Damage by terrorism (see Exclusion 4 Terrorism under Notes).
- Resident's contents within any individual demise or flat.

Property Owners' Liability

- Legal liability for injury to third parties or damage to their property, including injury or damage caused by goods sold or supplied.
- Legal costs relating to a claim, in addition to the limit of liability selected.
- Legal defence costs arising under the Health & Safety at Work Act 1974.
- Indemnity to principals, directors and employees.
- Legal liability arising under the Defective Premises Act 1972, in connection with premises disposed of.
- Liability to pay compensation for wrongful arrest.
- Limit of Indemnity £25,000,000

Exclusions for Property Owners' Liability

- Liability for liquidated damages, fines or penalties which apply solely due to a contract (see Exclusion section in the policy for details).
- Professional Indemnity (see Exclusion section).
- Product recall or guarantee (see Exclusions under section 2).
- Cover for circumstances where the Road Traffic Act liability applies (see Exclusions under section 2).
- Pollution or contamination not caused by a sudden, identifiable and unexpected incident (see Exclusions under section 2).
- Products sold or supplied to USA or Canada, unless specifically agreed (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- The first £100 of any claim for third party property damage (see Cover under section 2).
- Liability arising from any act of terrorism (see Exclusion 4 Terrorism under Notes).
- Any amount in excess of £2 million in respect of pollution or contamination (see Limits of Liability under section 2).
- Liability arising from any exposure to asbestos unless we have confirmed that the risk management procedures in place are adequate.

Employers' Liability (If selected)

- Protects employers against damages and legal costs which arise as a result of employees suffering an injury or disease due to, and during, their employment.
- Standard cover provides protection for legal liability world-wide for damages and legal costs up to £10 million.
- Indemnity for any director or employee if a claim is made against them personally.
- Indemnity to principal.
- Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974.

Exclusions for Employers' Liability (If selected)

- Cover for any employee on any offshore installation, support or accommodation for any offshore installation (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Cover for any employee who is in transit to, from, or between any offshore installation, support, or accommodation vessel for any offshore installation (see sections 2 and 3 additional cover, extensions, provisions, condition(s) and exclusions).
- Any circumstance in which the Road Traffic Act applies (see Exclusions applicable to section 3).
- Where an employee is involved in tree felling or lopping; window cleaning, painting or similar tasks from cradles or hoists; provision, erection or dismantling of scaffolding; demolition, erection or structural alteration of, or addition to, new or existing buildings; any trade calling or profession other than property owner (see Exclusions applicable to section 3).

Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of a claim remedy' available to insurers under the Act. This means that in the cases of non-disclosure or misrepresentation by a commercial insured which are neither deliberate nor reckless, if we would have charged an additional premium had we known about the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged. We will apply the same approach where a consumer insured has made a misrepresentation which is neither deliberate nor reckless.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

Cancellation rights

If you are the Policyholder, cancellation rights are set out in the General Conditions of your policy wording.

If you are a leaseholder, and you did not arrange the insurance, you cannot cancel the policy.

Claims

In respect of claims under this policy Gallagher will act as the insurer so when damage or loss occurs, please contact the Gallagher claim team by telephone on 01243 725729 policy number

- personal details
- address where damage has occurred
- date on which the event happened
- brief description of damage and its cause.

Claims Procedure

- Staff are available during office hours, and helpline staff are available at all other times, 365 days a year.
- Gallagher will be able to give you advice on emergency works to prevent further damage or loss (providing you are covered by the policy) or appoint Loss Adjusters (depending on circumstances and extent of the damage or loss)
- You will be asked to complete a claim form and provide two quotations for full reinstatement works, so that authorisation can be provided.
- Once authorisation has been given, we will require the invoice for the completion of works, upon receipt of which we will issue payment by BACS

Rehabilitation Claims Services (available to Employers' Liability customers only)
Our Rehabilitation team offer an innovative approach to acute injury management, proactively treating injuries to prevent chronicity and long-term absence, helping your employees return to work sooner. Treatments offered can include physiotherapy, hand therapy, psychological therapy, diagnostic imaging and surgical solutions.

Our service is suitable for most injuries arising from workplace incidents and offers immediate access to professional medical expertise. Our rehabilitation service can help you reduce the costs of injuries and accidents at work by ensuring employees access appropriate and timely treatment.

Rehabilitation can help manage a claim and mitigate your losses as a faster recovery enables quicker settlement, less exaggeration of symptoms and reduction in the average number of days lost.

Contact details

For any information relating to the policy cover or premiums please contact Gallagher on 01243 793700.

Our complaints procedure

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

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

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

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

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

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

You can also contact them as follows:
Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

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

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

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

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

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