

Your Residential Flats Policy



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About Residentsline

Residentsline Limited is a specialist insurance intermediary who is authorised and regulated by the Financial Conduct Authority; registration number: 305998.

Residentsline specialises in residential flats insurance and from their experience have accumulated a wealth of knowledge in relation to this type of insurance. They are the leaders in innovation and policy design; ensuring the assets and liabilities of the landlord, management company and the leaseholders are protected.

Insurers

Underwritten by AXA Insurance UK plc.

Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG.

A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

Arranged and administered by Residentsline Limited.

Introduction to Your policy

This document, which is Your insurance policy wording, contains important information to help You understand this insurance and choose the cover You need. This is an original wording. No part of this publication, or any variation of it, may be reproduced, stored in a retrieval system or transmitted in any form, or by any means, without prior permission in writing of Residentsline - it is an offence to do so and legal action will be taken.

It is very important that You read this Policy carefully and make sure You are satisfied with this insurance.

What makes up this policy?

This Policy and the Schedule must be read together as they form Your insurance contract. This Policy sets out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning under Definitions herein. These specific meanings only apply to these words when they begin with a capital letter.

Important: Sometimes We need to change the wording of Your Policy because the insurance varies depending on a number of factors. We do this by adding what is called an Endorsement.

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- a. Introduction to Your policy;
 - i. what makes up this policy
 - ii. claims notification; what You must do, and what You must not do
 - iii. cancellation conditions – how Your policy may be cancelled
 - iv. Complaints / Compensation
 - v. privacy notice
- b. Policy wording - Residential Flats Insurance;
- c. the relevant Statement of Fact when issued to You;
- d. any schedule when it is issued to You; and,
- e. any other documents We may give You that vary our standard terms of cover set out in this document.

These documents should be read carefully together. It is important that they are kept in a safe place.

Renewing Your policy

When We invite renewal of the policy Residentsline will endeavour to tell You at least 21 days before the expiry of the policy the premium and terms and conditions that will apply for the following year.

When renewing Your insurance with Us You are reminded to take appropriate steps to ensure accurate and up-to-date information is given and any alterations to the property, Your circumstances, or changes to Your claims or insurance history, are notified to Us in order that a fair presentation of the risk, as set out in the Insurance Act 2015, is provided.

Important Notice

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

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

- ◆ Who You are – the legal entity that owns the business
- ◆ Business status – sole proprietor, partnership, limited liability partnership or a limited company
- ◆ Business premises – the type of construction, security protections and also rebuilding or replacement values of the property
- ◆ What You do – the description of the business as shown on the schedule
- ◆ Personal and business history – the previous history relating to proprietors, partners or directors or their business that is provided to Us e.g. previous bankruptcies, company liquidations, convictions, claims etc.

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

This Policy does not cover maintenance of Your property. That means We will not pay for the cost of Wear and Tear or routine maintenance. We expect You to properly maintain Your property, but the cost of this remains Your responsibility. You have a duty to keep Your property safe, secure and in good repair, and take all practical steps to avoid loss or damage.

You should also take all reasonable care to prevent accidents or disease. In particular You should:

- ◆ keep all work equipment and premises in good and safe condition
- ◆ exercise care in the selection and management of employees;
- ◆ comply with all statutory obligations and regulations imposed by any authority.

In addition, You should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

Cancellation Conditions - how Your policy may be cancelled

14-day cooling off period

If You want to return Your insurance after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing or via email to info@residentsline.co.uk within 14 days of You receiving the schedule.

This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights; however, We may deduct certain amounts from any refund (see below for details).

Your Cancellation Rights

You may cancel Your Policy within 14 days of receiving Your Policy at inception and within 14 days of renewal, if for any reason You are dissatisfied or the Policy does not meet Your requirements by writing to Us or alternatively by contacting Residentsline to confirm cancellation. Cancellation will take effect from the date that We or Your agent receives Your cancellation instructions. Provided no claim has been made and there has been no incident known to You prior to cancellation which may give rise to a claim, You will be entitled to a full refund of the Premium paid. Should a claim be submitted after such refund has been provided, payment of the Premium in full will be required before We can deal with the claim. We will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this policy.

You may cancel this policy at any other time by writing to Us or alternatively by contacting Residentsline to confirm cancellation. You will be entitled to the return of a proportionate part of the Premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, We will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

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

Our Cancellation Rights

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

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

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

- a. a change to the risk which makes it one We would not normally accept;
- b. You failing to co-operate with or provide information to Us which affects our ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the Premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, We will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

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

Claim notification

We recognise that losses can mean disruption to both Your property and Your residents' safety and lifestyle and to minimise the impact of a loss our aim is to provide a fast, effective claims service.

Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled.

Should You wish to make a claim You should, as soon as possible, contact

AXA Insurance UK plc, AXA House, Parklands, Lostock, Bolton BL6 4SD

Property / Damage claims:

Tel: 0330 094 7089

Email: axaclaims@residentsline.co.uk

Liability / Injury claims:

Tel: 0345 900 4185

Email: axaliabilityclaims@residentsline.co.uk

What You must do

When You wish to make a claim You must:

- i. provide details of the incident and if requested complete the claim form We send You and return it promptly together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- ii. provide written statements if We require it;
- iii. be interviewed about the circumstances of the claim, if We require this;
- iv. allow Us to inspect Your Insured Property and take possession of any damaged item to deal with it in a reasonable way;
- v. provide Us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event;
- vi. comply with all the requirements of this Policy; and,
- vii. give Us all information and assistance that We reasonably require in relation to the claim and any proceedings.
- viii. on discovery of any Damage by theft or attempted theft or by malicious persons or loss of money give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to Us
- ix. notify Us within seven days of any Damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.

What You must not do

Whatever the circumstances You must not:

- i. admit guilt or fault (except in court or to the Police);
- ii. offer or negotiate to pay a claim;
- iii. admit or deny liability;
- iv. dispose of any damaged items without first seeking Our approval.

Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 5 of Section 1, You are not authorised to commence repairs without Our approval.

Helplines

- Policy administration**
- Do You need to tell Residentsline about any changes?
 - Do You need to discuss Your insurance requirements?
 - Contact Residentline's policy handling team - Call 0800 281235
or write to: Residentsline, 29 Waterloo Road, Wolverhampton, WV1 4DJ

Glass Replacement Service* Call 0300 303 2944

A quick and efficient service available 365 days a year.

* The Glass replacement service is provided by an AXA approved glazing and locks provider.

Making a Complaint

AXA Insurance aims to provide the highest standard of service to every customer. If Our service does not meet Your expectations, We want to hear about it so We can try to put things right. All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response.

How to make Your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on this policy, please contact the department dealing with Your claim using the contact details available in Your claim documentation. If Your complaint relates to anything else, please contact Your agent or AXA office where this policy was purchased. Alternatively, You can write to Us at:

AXA Insurance Complaints

AXA Insurance, Commercial complaints, AXA House, 4 Parklands, Lostock, Bolton BL6 4SD

Email: commercialcomplaints.ins@axa-insurance.co.uk

When You make contact, please tell Us the following information:

- Name, address and postcode, telephone number and email address (if You have one).
- Your policy and/or claim number and the type of policy You hold.
- The name of Your agent (if applicable).
- The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.

Our promise to You

We will:

- Acknowledge written complaints promptly.
- Investigate Your complaint quickly and thoroughly.
- Keep You informed of progress of Your complaint.
- Do everything possible to resolve Your complaint.
- Provide a response within eight weeks of receiving Your complaint, informing You of the results of Our investigations or explain why this isn't possible.
- Learn from Our mistakes.
- Use the information from complaints to continuously improve Our service.

Telephone calls may be recorded and monitored.

Beyond AXA

If We haven't resolved Your complaint within eight weeks, or You are unhappy with Our final response, You may be eligible to refer Your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of Our final response to refer Your complaint to the Financial Ombudsman Service.

This does not affect Your right to take legal action.

The Financial Ombudsman Service

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567* or 0300 123 9123**

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

Website: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Financial Services Compensation Scheme

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme. You may be entitled to compensation in the unlikely event they cannot meet their obligations to You.

This depends of the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme (www.fscs.org.uk).

Data Protection

Privacy Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes Your privacy very seriously. For details of how We use the personal information We collect from You and Your rights please view Our privacy policy at www.axa.co.uk/privacy-policy. If You do not have access to the internet, please contact Us and We will send You a printed copy.

Policy Wording - Residential Flats Insurance

Payment of premium

This Policy will provide insurance as described in the following sections for the Period of Insurance provided the Premium and other charges are paid to and accepted by Us on or before the commencement date shown on the Schedule or as otherwise agreed.

The Premium is deemed paid and accepted on receipt by Us or the intermediary appointed to place this insurance with Us.

Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

General definitions

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter. There may be special definitions that are specific to Sections 1 to 5 and these appear in the appropriate Policy Section.

Accidental Loss or Damage

Accidental Loss or Damage means Damage caused by:

- a. aircraft or other aerial devices or articles dropped therefrom including sonic bangs and pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
- b. breakage or collapse of a communication or television or radio aerial or antenna, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:
 - i. by lopping, pruning or felling of trees.
- c. earthquake;
- d. explosion;
- e. fire (including fire resulting from the buildings own spontaneous fermentation or heating), lightning, thunderbolt, subterranean fire, and smoke but excluding:
 - i. smoke or smut Damage from industrial operations (other than sudden or unforeseen damage resulting therefrom) or any other gradually operating cause;
- f. impact by any vehicle, train or animal but excluding:
 - i. Damage caused by animals kept at the premises;
- g. malicious persons or vandals;
- h. riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances but excluding Damage:
 - i. occurring in Northern Ireland.
- i. storm or flood, but excluding Damage:
 - i. caused by frost, subsidence, ground heave or landslip.
- j. subsidence or ground heave of any part of the Situation, or landslip, but excluding Damage:
 - i. to private garages, yards, forecourts, car parks, roads, pavements, hard courts, patios, terraces, walls, gates, fences, garden landscaping, paving, trees and plants unless there is Damage to the other portions of the Insured Property at the same time;
 - ii. caused by or consisting of:
 - ◆ the normal settlement or bedding down of new structures or surfaces;
 - ◆ the settlement or movement of made-up ground;
 - ◆ coastal or river Erosion;
 - ◆ defective design or workmanship or the use of defective materials;
 - ◆ the movement of solid floor slabs unless the foundations beneath the external walls of the building are damaged at the same time from the same cause;
 - iii. resulting from demolition, construction, structural alteration, repair of the building or ground works or excavation at the Situation.
- k. theft or attempted theft;
- l. water, fuel, beverages or other liquids escaping from or freezing in any tank, pipe, sprinkler installation, fixed oil heating installation (including smudge damage by vaporisation due to a defective oil-fired heating installation) or any other liquid container apparatus but excluding Damage:
 - i. to any portion of the Insured Property that is disused;
 - ii. to Insured Property caused by frost other than to internal plumbing installations that are not in outbuildings.
- m. any other accidental Damage, but not Damage specifically excluded in:
 - i. Clauses a. to l. above;
 - ii. Section 1 exclusions;
 - iii. General Exclusions.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Business

Business means:

- a. the ownership, maintenance and repair of Your Insured Property and Common Areas;
- b. the provision and management of canteen, sports, social or welfare organisations for the benefit of Employees and fire, security, first aid medical and ambulance services;
- c. the provision of security services for the benefit of the Insured;
- d. private work undertaken with Your prior consent by Employees for any of Your directors or senior officials;
- e. the sponsorship of events or involvement in galas, carnivals, fetes, corporate hospitality or exhibitions happening at Your Situation.

Common Area

Common area means the area at Your Situation to which all Lessees and Tenants have access.

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.

Computer System(s)

Computer or other equipment or component or system or item which processes stores transmits or receives Data.

Consequential Loss

Consequential Loss means consequential or indirect loss, including damage or additional damage, which happens as a result of, or is a side effect of, the event for which you are insured. This includes but is not limited to the following:

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

Costs and Expenses

Solely in respect of Sections 3 and 4 Costs and Expenses means:

- a. costs and expenses (other than claimant costs recoverable from You or any other party insured hereunder) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured Occurrence, including expert, legal, appeal and defence costs;
- b. pre-judgment interest awarded against You on that part of any judgment covered under Section 4 but where We offer to pay the Limit of Indemnity in settlement of a claim or suit, We will not pay any pre-judgment interest imposed or earned after the date of such offer;
- c. all interest earned on that part of any judgment within the Limit of Indemnity after entry of the judgment and before We have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable Limit of Indemnity;
- d. costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death that may be the subject of indemnity under Sections 3 or 4.

Damage

Damage means loss of, destruction of or damage to material property.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, theft, malicious persons, earthquake, storm, Flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Defined Territories

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

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Depreciation

Depreciation means the reduction in the value of the item due to Wear and Tear.

Earth Movement

Earth movement means ground heave, landslide, land-slippage, mudslide, settling, shrinkage or subsidence.

Employee(s)

Employee(s) means:

1. Anyone under a contract of service or apprenticeship with You.
2. Anyone who is:
 - a. employed by You or on Your behalf on a labour only basis
 - b. self employed
 - c. hired to You or borrowed by You from another employer
 - d. a voluntary helper or taking part in a work experience or training scheme
 - e. a driver or operator of hired-in plant
 - f. an outworker or homeworker
 - g. a prospective employee who is being assessed by You as to their suitability for employment
 - h. a person on secondment to You from an overseas subsidiary company or Your parent company whilst working within the Territorial Limits
 - i. a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation and under Your direct control or supervision.

Endorsement(s)

Endorsement means a written alteration to the terms, conditions and limitations of this Policy that are shown on and form part of the Schedule.

Erosion

Erosion means being worn or washed away by water, ice or wind.

Event(s)

Event(s) means a happening or an incident not intended to happen that occurs during a particular interval of time and causes or results in loss or damage, or series of loss or damage happening from that one Event, that is insured by this Policy.

Excess

Excess means the amount You must pay towards a claim. You will find the amount of any excess shown on the Schedule.

Flat

Flat means an area shown on a lease as a self-contained unit of residential accommodation or other type of occupancy in Your Insured Property.

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Fungal Pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hacking

Unauthorised access to any Computer Systems, whether Your property or not.

Hostile Territory

Hostile Territory means a territory designated by the Foreign and Commonwealth Office as one

- a. to which personnel are 'advised against all travel to';
- b. that personnel should leave having designated the territory 'advised against all travel to'.

Indemnity Value

Indemnity value means the lesser of:

- a. the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life, and with an appropriate deduction for any unavoidable betterment; and,
- b. the difference between the open market value of the property immediately prior to the time of loss and its open market value immediately after the time of loss.

Injury

Injury means bodily injury, death, disease, illness, physical and mental injury of or to an individual.

Insured

Insured means the person(s) and/or other entity(ies) named on the Schedule.

Insured Property

Insured property means:

- a. building or buildings, including:
 - i. car parks, roads, pavements, drives, pedestrian malls and service areas;
 - ii. fixed fuel oil, diesel fuel and liquid petroleum gas tanks;
 - iii. fixed glass in windows, doors, fanlights, skylights and partitions including blinds and fitments for which You are responsible;
 - iv. fixed sanitary fittings, washbasins, pedestals, sinks, ceramic hobs and tops, solar panels, shower screens and baths;
 - v. foundations and footings;
 - vi. internal decorations on ceilings, walls and the like;
 - vii. landlord's and Lessee's fixtures, fittings and other structural improvements;
 - viii. outbuildings, garages, carports, lamp-posts, street furniture, patios, terraces, walls, gates and fences;
 - ix. authorised satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
 - x. security lighting, security cameras, other security devices, fire protection devices and signs;
 - xi. swimming pools, spas, tennis courts;
 - xii. shop fronts and all fixed glass therein, blinds and fitments thereon unless otherwise insured;
 - xiii. Tenants fixtures and fittings that have been relinquished to the Insured;
 - xiv. underground and overhead services;
 - xv. septic tanks and cess pits;

that You own or have responsibility for by law or under the terms of Your lease:

- ◆ at, in or adjacent to Your Situation; or
- ◆ temporarily removed elsewhere in the United Kingdom including transit to and from Your Situation.

Building does not include aircraft, caravans, trailers, Vehicles, hovercraft and Watercraft including their accessories or spare parts whether fitted or not.

- b. Common Area contents being:
 - i. furniture, furnishings, household goods, light fittings, internal blinds, curtains;
 - ii. built-in or freestanding domestic appliances such as dishwashers, washing machines and dryers, other electrical items;
 - iii. carpets (whether fixed or unfixed), floor rugs;
 - iv. garden equipment including garden appliances not required to be registered;

- v. swimming pool or spa covers and accessories;

that You own or have legal responsibility for:

- ◆ at, in or adjacent to Your Situation; or
- ◆ temporarily removed elsewhere in the United Kingdom including transit to and from Your Situation.

Common Area contents does not include:

- i. aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- ii. livestock, fish, birds or other animals;
- iii. Lessee's Contents and resident's contents and any other personal property of theirs;
- iv. money, other than as covered under Special Benefit 14 of Section 1;
- v. plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 12 of Section 1.

Land Value

Land value means the sum certified by a suitably qualified surveyor who is a member of the Royal Institute of Chartered Surveyors (R.I.C.S) as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and that would have affected the value had Damage not occurred.

Lessee(s)

Lessee(s) means the person(s) and/or other entity(ies) being the proprietor of the leasehold interest in the Insured Property. Their interest or liability as an occupier of a Flat is not included unless otherwise specifically provided by this Policy.

Lessee's Contents

Lessee's contents means (but not so as to limit the generality thereof):

- a. freestanding appliances such as dishwashers, washing machines and dryers;
- b. computers, electronic and electrical equipment, garden equipment;
- c. furniture, furnishings, carpets, floor rugs, clothing, personal effects and the like.

Lessee's Fixtures and Improvements

Lessee's Fixtures and Improvements means any fixture or structural improvement installed by a Lessee for their exclusive use that is permanently attached to or fixed to Your building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Limit of Indemnity

Limit of Indemnity means:

- a. for Section 3 the amount stated on the Schedule which is the maximum amount of Our liability arising out of one Occurrence or series of Occurrences arising out of one (1) originating cause regardless of the number of:
 - i. other insured parties; or
 - ii. persons or organisations bringing claims or suits; or
 - iii. claims against You or series of claims against You, or claims or series of claims made by You;except that:
 - ◆ liability arising out of Products and/or Pollution shall not during any one Period of Insurance exceed in the aggregate the Limit of Liability.
 - ◆ Costs and Expenses are payable in addition to the Limit of Indemnity;
- b. for Section 4 the amount stated on the Schedule which is the maximum amount of Our liability arising out of one (1) Occurrence regardless of the number of:
 - i. other insured parties; or
 - ii. persons or organisations bringing claims or suits; or
 - iii. claims against You or series of claims against You, or claims or series of claims made by You.
- c. for all other Policy Sections the amount stated on the Schedule which is the maximum amount We will pay, inclusive of claimant's costs and expenses recoverable from You, arising out of any one Event or Occurrence unless otherwise stated in a policy section.
- d. where a Limit of Indemnity is stated on the Schedule as in the aggregate, that aggregate is the maximum We will pay for all insured Events or Occurrences during the Period of Insurance.

Manslaughter Costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuclear Hazards

Nuclear Hazards means:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Occurrence(s)

Occurrence(s) means a happening, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Other Insured Party

Other Insured Party means any of the following parties:

- a. any director, partner, Employee or a former Employee of the Insured;
- b. any officers, committee members and/or Employee, paid and voluntary helpers of the Insured's canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;
- c. any officers and members of the Insured's security, rescue, first aid, fire and ambulance services, medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such;
- d. any director or partner or executive of the Insured in respect of private work undertaken by any Employee for a director, partner or executive of the Insured;
- e. any officers or trustees of the Insured's pension scheme(s).

Period of Insurance

Period of Insurance means the period for which You are insured. It commences at 00.00 am on the date shown on the Schedule and expires at 23.59 on the day of expiry shown on the Schedule. All times are Greenwich Mean Time unless otherwise stated.

Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

Policy

Policy means this document and the Schedule (including any issued in substitution) and any Endorsements attaching to those documents that will be considered part of the legal contract.

Premium

Premium means any amount We require You to pay under the Policy. Government charges, levies and or Insurance Premium Tax will be added at the prevailing rate and separately identified on the Schedule.

Property Manager

Property Manager means a person(s) or other entity(ies) You appoint in writing to manage Your Insured Property.

Rent

Rent means, as regards any Flat or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant) that applied immediately prior to loss or Damage.

Replacement

Replacement means:

- a. the reasonable cost of rebuilding, replacing or repairing the damaged property, including any associated costs such as architects fees, other professional fees and removal of debris, to a condition that is equivalent to or substantially the same as but not better nor more extensive than when it was new; and,
- b. the extra costs necessarily incurred to alter or upgrade the damaged property to comply with European Union legislation, regulations under Acts of Parliament or other statutory, local or public authority requirements; but does not include any costs that would have been incurred in complying with orders issued prior to the happening of the loss.

Residentsline

Residentsline means Residentsline Limited who are a specialist insurance intermediary authorised and regulated by the Financial Conduct Authority; registration number 305998.

Safety Legislation Costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under:

1. Health and Safety
2. Terrorism (protection of premises)
3. Consumer Protection
4. Food Safety legislation, applying within the Defined Territories.

Schedule

Schedule means the document titled Schedule that includes the name and address of the Insured, the Premium and other variables to this standard Policy (including any Endorsement clauses) and is incorporated in this Policy and accepted by the Insured. Schedules (including renewal Schedules) may be re-issued from time to time where each successor overrides the earlier document.

Situation

Situation means the land at the address(es) shown on the Schedule where Your Insured Property is situated.

Sum Insured

Sum insured means the amount stated on the Schedule which is the maximum amount of Our liability for any one Event regardless of the number of persons claiming an indemnity.

Temporary Accommodation

Temporary Accommodation means, as regards any Flat occupied by a Lessee, an amount of money calculated on the basis of similar accommodation located in the vicinity.

Tenant

Tenant means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Flat including any other co-inhabitant or family normally resident with the Tenant.

Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

Terrorism

(Not applicable to Section 2 - Terrorism)

1 Section 1 – Insured Property and Section 5 – Machinery breakdown

In England, Scotland and Wales

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

In Northern Ireland

An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man

An act of any person(s) 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 any government de jure or de facto.

2 Section 3 – Liability to others and Section 4 – Employers' liability

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Time Element Loss

Business interruption, contingent business interruption or any other consequential losses.

Tsunami

Tsunami means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

United Kingdom

United Kingdom means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Unoccupied means empty or not in use by You or any Lessee or any of Your Tenants for more than 90 consecutive days

Vehicle, Vehicles

Vehicle(s) means:

- a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the United Kingdom; and,
- b. any trailers or other attachments made or intended to be drawn by any of those machines.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including Terrorism.

Watercraft

Watercraft means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

Wear and Tear means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us, Insurer

We, Our, Us, Insurer means: AXA Insurance UK plc.

You, Your, Yours, Insured

You, Your, Yours, Insured means:

The person(s), firm, company or organisation shown in Your Schedule as the Insured; and in relation to residential property also the freeholder and the long leaseholder where required by the lease agreement to be insured.

General conditions

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply then We may at Our option take one or more of the following actions:

1. Cancel Your Policy
2. Declare Your Policy void (treating Your Policy as if it had never existed)
3. Change the terms of Your Policy
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If You are unsure about these conditions or whether You need to notify Us about any matter, please contact Your insurance broker.

1 Abandonment

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

2 Action to minimise loss

It is a condition that if any incident occurs which may give rise to a claim under this Policy You shall take action to minimise the Loss or Damage, to avoid interruption or interference with the Business and to prevent further Damage or Injury.

3 Acts or omissions of Your managing agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Property Manager while acting on Your behalf.

4 Alteration of risk

We shall not indemnify You for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless We have provided valid confirmation of cover, whether by an express term of this Policy, Endorsement, written confirmation or otherwise.

5 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions being in force at that time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

6 Assignment

The insurable interest in the insurance by this Policy shall not be transferred without Our written consent.

7 Contracts (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the Insured and both the Insurer and Insured may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

8 Excess

You must pay or contribute the amount of any Excess shown on the Schedule for each claim made.

Should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

General Condition 8 does not apply to Sections 4 and 5.

9 Inflation protection – index-linking

Using a range of suitable indices of costs on the basis set out in Section 1 – Insured Property - What We insure –

Replacement and Claims – How We settle Your claim - 1 Replacement, We will increase Your Sum Insured under Section 1:

- a each month during the Period of Insurance.
We will do so without charging any additional Premium but on renewal Your Premium will be based on the new sums insured shown on Your Schedule.
- b each month. up to a maximum of twenty-four (24) months, following the happening of an Event that requires substantial or total rebuilding of Your Insured Property until the time such rebuilding is commenced.

General Condition 9 does not apply to Sections 3 – 5.

10 Language

The contractual terms and conditions and other information relating to this Policy will be in the English language.

11 Law Applicable

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

12 Misrepresentation

You must make a fair presentation of the risk to Us. This means You must disclose at inception or variation to this Policy and prior to each renewal every material circumstance which You know or ought to know and not make misrepresentations to Us. If You do not make a fair presentation to Us, We can:

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

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

13 Mortgagees and lessors

It is agreed that any increase in the risk of damage resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of the Insured Property will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that We are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

General Condition 13 does not apply to Sections 3 – 5.

14 Multiple Insured

Section 1 – Property and Section 2 - Terrorism where operative are extended to cover the joint insured parties for Insured Property and Rent as detailed below for each party's respective rights and interests.

- 1 Where more than one insured party is shown in Your Schedule as comprising the Insured and in relation to residential property also the freeholder and the long leaseholder are required by the lease agreement to be insured, then the cover provided by these sections will apply to each insured party as if a separate Policy had been issued to each. Provided that Our total liability to all insured parties together does not exceed the Sum Insured including any inner limits shown in the section (irrespective of the number of Insured Properties or the insured parties). For the avoidance of doubt, the total number of Insured Properties amongst the insured parties will not impact on Our total liability to all insured parties.
- 2 Any payment or payments that We make to any or all insured parties will reduce Our liability by the amount of the payment to all insured parties for any loss covered by the Policy and (if applicable) in the Period of Insurance.
- 3 Each of the insured parties will comply with the contractual rights and agreements entered into by each insured party and the contractual remedies following loss or Damage.
- 4 We will not pay any claim to an insured party if We find that an insured party has not complied with Our Fair presentation of risk condition or where the insured party has not complied with a Policy condition (such noncompliance committed by one insured party will not affect the rights of the other insured parties who have not committed such noncompliance).
- 5 We will not pay any claim to an insured party if We find that any insured party has committed fraud or dishonesty. In circumstances of fraud or dishonesty, the fraud or dishonesty committed by one insured party will be imputed to each insured party and We shall be entitled to refuse all liability to an insured, recover from an insured any sums paid by Us in respect of the claim, and treat this Policy as terminated with effect from the fraudulent or dishonest act and retain all Premiums paid.

15 Notice of Unoccupancy or Occupancy

It is a condition precedent to Our liability that You must advise Us as soon as You become aware that:

- a. more than 50% (fifty percent) of Flats or other type of self contained occupancy at the Situation becomes Unoccupied
- b. a Flat or other type of self-contained occupancy at the Situation becomes occupied after a period of being Unoccupied

Following notification of unoccupancy or occupancy We will have the right to amend the Premium, terms, conditions and exclusions of this Policy, or may exercise Our right to cancel this Policy in accordance with our 'Cancellation Conditions – how Your policy may be cancelled'.

16 Observance

The due observance and fulfilment of the provisions of this Policy insofar as they may relate to anything to be done or complied with by You, and are not described in the Policy as conditions precedent, will be a condition of this Policy. Any waiver by Us of any provision will not prevent Us from relying on such term or condition or condition precedent in the future.

Further, where an indemnity is provided to any other party, You will arrange for each party to comply with the terms, conditions and conditions precedent of this insurance so far as they can apply provided always that the other party complies with the terms as noted under 'Claims Information – 1. Sections 1-5'.

In the event of a breach of any condition in the Policy, and without prejudice to any of Our other rights, We may reject or reduce claims connected with the breach providing We can demonstrate some prejudice.

In the event of a breach of any condition precedent in the Policy and without prejudice to any of Our other rights, We may reject or reduce claims connected with the breach and continue the Policy on such terms as We may determine and, if any payment on account of any such claim has already been made, You will repay forthwith all payments on account to Us

17 Other Interests

The interest of such other parties including, as the case may be, lessors, mortgagees, banks and hire purchase companies is noted in this insurance but only to the extent of their financial interest in the Insured Property.

In the event of any claim:

- a. You will immediately declare to Us the names of such interested parties; and,
- b. We will consult with such declared interested parties as regards the manner and method of any indemnity so as to protect the direct financial interests of such parties.

18 Reasonable Precautions

You must take reasonable precautions to avoid loss or damage to any property insured by this Policy and to avoid any incident that might result in liability as indemnified by this Policy.

19 Reinstatement of sum insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- a. when We pay a total loss;
- b. when We pay the full Sum Insured.

General Condition 19 does not apply to Sections 3 - 5.

20 Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of Your Policy that We will not provide cover, or pay any claim or provide any benefit under Your Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, or Our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent that they are applicable.

21 Subject to Survey

If this Policy has been issued subject to survey, then continuance of cover shall be subject to:

- a. You allowing Us to undertake a survey of the Insured Property by a date agreed in writing by Us . We may appoint a surveyor to do the survey for Us;
- b. You complying with Our acceptance criteria;
- c. the completion of any risk improvements required within the timeframe advised by Us

The cost of meeting any risk improvement requirements will be met by You.

If You do not allow Us to complete the survey by the agreed date We may exercise Our right to cancel this Policy in accordance with 'Cancellation Condition; Our Cancellation Rights'.

For the period between inception date and the completion date of the survey We agree to cover You in accordance with the terms, conditions and exclusions of this Policy.

In the event the survey does not reflect the details supplied to Us by You or on Your behalf, or if any of the risk improvement requirements are not completed by the agreed date We give You in writing following the survey, We have the right to amend the Premium, terms, conditions and exclusions of this Policy, or to cancel this Policy in accordance with 'Cancellation Condition; Our Cancellation Rights'.

22 Subrogation

In the event of a payment under Sections 1 - 5 to You or on Your behalf, We will be subrogated to all Your rights of recovery against all persons or organisations.

23 Subrogation waiver

In the event of a claim under this section We agree to waive any rights, remedies or relief to which We might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to You
- 2 any company which is a subsidiary of a parent company of which You are a subsidiary in each case as defined by current law at the time of the Damage
- 3 any tenant provided that
 - a. the Damage did not result from a criminal, fraudulent or malicious act of the tenant and/or
 - b. the tenant contributes to the cost of insuring the Insured Property against the event which caused the Damage.

24 Tracing office database

Where We provide an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, We are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. We support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that You undertake to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to Us at inception of this Policy and promptly thereafter following acquisition or disposal of any subsidiary company.

General exclusions

We will not pay for any loss, Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1 Act of terrorism

This policy will not cover You for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 2 In Northern Ireland
 - a any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism
 - c riot, civil commotion and (except for damage or interruption to the Business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where We state that any loss, damage, cost or expense is not covered by this section it will be Your responsibility to prove that they are covered.

General Exclusion 1 does not apply to Sections 2,3 or 4.

2 Asbestos

For claims caused by or arising from:

- a. inhalation or ingestion of Asbestos
- b. exposure to or fear of the consequences of exposure to Asbestos
- c. the presence of Asbestos in any property or on land
- d. investigating, managing, removing, controlling or remediation of Asbestos.

Except as otherwise provided by Section 3 – Liability to others : Additional Benefit 22 Accidental Release of Asbestos (Claims Made) Cover.

3 Cyber

We will not cover You for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

- 1 any Cyber Act including but not limited to Hacking, Phishing, Denial Of Service Attack or the transmission of any Virus Or Similar Mechanism
- 2 any Cyber Incident

This exclusion shall not apply to claims for Damage resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

For the purpose of this exclusion, the following defined terms apply

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer Systems.

Cyber Incident

- 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer Systems; or
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer Systems.

General Exclusion 3 does not apply to Sections 2, 3, 4 or 5

4 Radioactive Contamination

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5 War

1. Section 1 – Insured Property and Section 5 – Machinery breakdown

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or Damage to property by or under the order of any government or public or local authority.

2. Section 3 – Liability to others and Section 4 – Employers' liability

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, warlike operations, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or Damage to property by or under the order of any government or public or local authority.

6 Disease

- a. Notwithstanding any provision to the contrary within this policy and any cover provided under Section 2 – Terrorism, Section 3 – Liability to others and Section 4 – Employers' liability, this policy excludes 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 a Communicable Disease or 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.
- b. Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical Damage to property insured and any Time Element Loss directly resulting therefrom where such physical Damage or Time Element Loss is covered by this policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, Flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

General Exclusion 6 does not apply to Sections 2, 3, or 4.

7 Date Recognition

We will not cover You for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any Computer Systems) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. This exclusion shall not apply to claims for Damage resulting from a Defined Peril covered under Section 1 - Insured Property.

General Exclusion 7 does not apply to Sections 2, 3 or 4

8 Deliberate Loss or Damage

We will not cover You for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by You, Employee(s) or any other person who is responsible for the Insured Property.

General Exclusion 8 does not apply to Sections 2, 3 or 4

9 Fungal Pathogens

We will not cover claims caused by or arising directly or indirectly from any Fungal Pathogens.

General Exclusion 9 does not apply to sections 2, 4 and 5

Claims information

1. Sections 1 – 5

a. Your immediate action

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- i. take all reasonable steps to reduce the loss or Damage and to prevent any further loss or Damage;
- ii. inform the police immediately following theft, vandalism or malicious damage.

Important note

It is a condition of Your insurance that You notify Us as soon as practicable but no later than 30 days after any Event or Occurrence which may result in a claim. You may have to contribute towards Your claim if Your notification is late and results in higher costs for Us or harms Our investigation opportunities.

b. What You must do

When You wish to make a claim You must:

- i. provide details of the incident and if requested complete the claim form We send You and return it promptly together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- ii. provide written statements if We require it;
- iii. be interviewed about the circumstances of the claim, if We require this;
- iv. allow Us to inspect Your Insured Property and take possession of any damaged item to deal with it in a reasonable way;
- v. provide Us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event;
- vi. comply with all the requirements of this Policy; and,
- vii. give Us all information and assistance that We reasonably require in relation to the claim and any proceedings.
- viii. on discovery of any Damage by theft or attempted theft or by malicious persons or loss of money give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to Us
- ix. notify Us within seven days of any Damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.

c. What You must not do

Whatever the circumstances You must not:

- i. admit guilt or fault (except in court or to the Police);
- ii. offer or negotiate to pay a claim;
- iii. admit or deny liability;
- iv. dispose of any damaged items without first seeking Our approval.

d. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 5 of Section 1, You are not authorised to commence repairs without Our approval.

e. Repairs or replacement

We have the right to nominate the repairer or supplier to be used.

f. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the Event or any claim and to do so in Your name.

g. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

h. Contribution

If at the time of claim under Sections 1 or 2 there is any other insurance covering the same risk or any part thereof We will not be liable for more than Our rateable proportion. Nothing herein will be construed to make the insurance subject to the terms, limitations, conditions and definitions of any other insurance except that if any other insurance is subject to any condition of average, then the insurance by this Policy if not already subject to a condition of average will be subject to average in like manner.

If at the time of claim under Sections 3 - 5 there is any other valid and collectible insurance available to You, other than insurance arranged by You that is specifically stated to be in excess of these Sections 3 - 5 and names the insurer for the insurance, then the insurance afforded by Sections 3 - 5 will be in excess of and will not contribute with such other insurance.

i. False or misleading information

You and anyone acting for You must not act in a fraudulent way.

If You or anyone acting for You knowingly

1. makes a fraudulent or exaggerated claim under Your Policy, or
2. makes a false statement in support of a claim (whether or not the claim itself is genuine), or
3. submits a false or forged document in support of a claim (whether or not the claim itself is genuine),

We may take one or more of the following actions

- a. refuse to pay the claim
- b. recover any sums We have already paid to You in relation to the claim
- c. cancel the Policy from the date of the fraudulent act without any refund of premiums
- d. make Your Policy void and keep the premium
- e. share Your information, or that of anyone acting for You, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect Your future applications for insurance products.

For further information on how Your details will be used please visit the IFR website www.theifr.org.uk

Section 1 – Insured property

Only operative if shown as insured on the schedule

What We insure

The insurance under Section 1 covers Replacement costs against Accidental Loss or Damage to Your Insured Property that occurs during the Period of Insurance, within the Defined Territories, on the basis set out in Claims - How We settle Your claim - 1 Replacement up to the Sum Insured stated on the Schedule.

Day One cover (non-adjustable)

We agree to calculate the Premium upon the Declared Value provided that, at inception of this Policy and the commencement of each subsequent Period of Insurance, You notify Us of the Declared Value of each such item (in the absence of such a notification, the last amount declared by You will be adjusted in accordance with a range of suitable indices of costs to arrive at the Declared Value for the ensuing Period of Insurance).

Where by reason of any provision of the clause under Section 1; Claims – how We settle Your claim – 1. Replacement - no payment is to be made beyond the amount that would have been payable if those conditions had not been incorporated, Your rights and liabilities in respect of the Damage shall be subject to the terms, conditions, limitations and exclusions of this Policy (including the applicable Underinsurance provision) as if this condition had not been incorporated, except that the Sum Insured shall be limited to one hundred and fifteen per cent (115%) of the pertinent Declared Value stated in the Schedule.

For the purposes of this clause Declared Value shall be defined as:

Your assessment of the cost of reinstatement of Your Insured Property arrived at in accordance with General Definition – Replacement at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently).

Additional Benefits

The insurance under Section 1 is extended to include and We will pay for the following Additional Benefits but the amount paid will form part of and not be additional to the Sum Insured shown on the Schedule for Section 1

1. Architects and professional fees, removal of debris

- a. cost of architects fees, surveyors fees, consulting engineers fees and other professional fees;
- b. cost of removal, storage and/or disposal of debris, being the residue of damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lessee's and occupiers Contents and of anything that caused the Damage;
- c. cost of dismantling, demolishing, shoring up, propping, underpinning, boarding up or other temporary repairs;
- d. cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a statutory or local government authority;

You necessarily incur in the Replacement of Damage to Insured Property that arises from any Event not excluded under Section 1 or General Exclusions.

2. Claim preparation costs and fees

We will pay You up to a maximum of £10,000 during any one Period of Insurance for the reasonable cost of fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under Section 1 of this policy.

3. Clearing of drains

We will pay up to £10,000 for the reasonable cost of clearing, cleaning and/or repairing drains, gutters, sewers and the like following loss or Damage to Your Insured Property from any Event not excluded under Section 1 or General Exclusions.

4. Contractors' interest

When You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured provided You advise Us with details where the contract value is in excess of £500,000 prior to such work commencing and pay any additional Premium We may require. For the avoidance of doubt, nothing in this clause shall relieve You of the obligation to notify Us, in accordance with Additional Benefit 12 (Workmen), of any proposed work that goes beyond the work permitted by that provision.

5. Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses. We will not pay more than £25,000 unless You first obtain Our written consent prior to You incurring costs in excess of this amount.

6. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any statutory, public or local authority to obtain their authority to rebuild, repair or replace Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

7. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any statutory, public or local authority, or Land and Environment Courts as a result of loss or Damage to Your Insured Property that arises from any Event not excluded under Section 1 or General Exclusions.

8. Non-invalidation

The cover provided by this section will not be invalidated by any act, omission, change or alteration that increases the risk of Damage or likelihood of liability losses if it is made without Your authority or knowledge or beyond Your control provided You tell Us as soon as You become aware of any such change or alteration

9. Storm damage to fences and gates

Loss or Damage to fences and gates as a result of storm and/or tempest, but We will not pay:

- a. if gradually operating causes (such as but not limited to Wear and Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the loss or Damage;
- b. unless We are notified and given a reasonable time to inspect the loss or Damage before any repair or Replacement is commenced.

10. Temporary protection

Reasonable cost of temporary protection and safety of Your Insured Property and residents You necessarily incur as a result of loss or Damage by any Event not excluded under Section 1 or General Exclusions.

We will not pay more than £2,500 unless You first obtain Our written consent prior to You incurring costs in excess of this amount.

11. Tsunami damage

We will pay for loss or Damage to Insured Property caused by a Tsunami.

12. Workmen

The use of workmen to carry out maintenance, repairs, alterations and minor structural work at Your Situation is permitted.

However, You are required to give Us written notice prior to the commencement of all other proposed building work regardless of the contract value. We reserve the right to impose new terms and conditions and/or charge additional Premium.

Special Benefits

The insurance under Section 1 is extended to include and We will pay for the following Special Benefits and the amount paid will be in addition to the Sum Insured shown on the Schedule for Section 1.

1. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will pay up to £500,000 for loss or Damage to such alterations, additions or renovations by any Event not excluded by Section 1 or General Exclusions.

We will not pay for loss or Damage that happens during the period such work is being undertaken if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to affect cover under a contract works or similar insurance policy that insures material damage and liability risks.

2. Arson reward

We will pay a reward of up to £5,000 for information (irrespective of the number of people supplying information) that leads to a conviction for arson, theft, vandalism or malicious damage in connection with an Event not excluded under Section 1 or General Exclusions.

We will pay the reward to the person or persons providing such information or in such other manner as We may decide. The most that We will pay in respect of any one Event is £5,000.

3. Debris removal of fly tipping

We will pay up to £25,000 for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.

4. Disability access modifications

When a Flat is occupied by the Lessee We will pay up to £5,000 for modifications to that Flat if the Lessee is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of loss or Damage to Your Insured Property by any Event not excluded by Section 1 or General Exclusions.

This benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

5. Electricity, gas, water and similar charges – excess costs

We will pay up to £25,000 for the cost of:

- a. increased usage of metered electricity, gas, sewerage, oil and water;
- b. accidental discharge of metered electricity, gas, sewerage, oil and water;
- c. additional management charges;

You are required to pay following loss or Damage to Your Insured Property by any Event not excluded by Section 1 or General Exclusions.

6. Emergency accommodation

When You occupy Your Flat for residential purposes We will pay up to £500 for the reasonable cost of emergency accommodation You necessarily incur if Your Flat is damaged and made unfit to be occupied for its intended purpose:

- a. by any Event not excluded under Section 1 or General Exclusions; or
- b. if reasonable access to or occupancy of Your Flat is prevented by Damage from such Events happening to other property within a 1 mile radius of Your Property.

7. Exploratory costs, replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus, pipes or other liquid container apparatus used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Insured Property damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of £500;
- c. rectifying contamination damage or pollution damage to land at the Situation caused by the escape of liquid, to a limit of £500.

8. Fallen trees

We will pay up to £5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Damage to Your Insured Property or landscaped gardens.

We will not pay for removal or disposal of:

- a. trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens;
- b. tree stumps or roots.

9. Fire extinguishing

We will pay up to £5,000 for the reasonable costs and expenses You necessarily incur in:

- a. extinguishing a fire at the Situation, or in the vicinity of the Situation and threatening to involve Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

10. Further investigation costs

- a. Where any of Your Insured Property suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Insured Property that is not immediately apparent We will pay the costs incurred by You with Our prior consent in establishing whether or not such Damage has occurred; and,
- b. will also pay the costs incurred by You in establishing whether or not other buildings in the immediate vicinity have suffered Damage in the same incident but only if such buildings are subsequently found to have suffered such Damage for which We are liable under Section 1.

Our limit of liability under this clause shall not exceed £5,000.

11. Inadvertent omission to insure

You having notified Us of Your intention to insure all property in which You have an interest and it being Your belief that all such property is insured, if hereafter any such property shall be found to have been inadvertently omitted, We will deem it to be insured within the terms of Section 1, subject to payment of the Premium on all such property as from the inception of Section 1 or from the date of Your interest in such property if it is erected or purchased after the inception of this policy section but up to a limit of £1,000,000.

12. Landscaping

We will pay up to £25,000 for the reasonable costs You or a Lessee necessarily incur in replacing or repairing damaged:

- a. trees, shrubs, plants, lawns;
- b. rockwork, planters, statues and other ornamental features;
at Your Situation that are lost or damaged by:
 - i. any Event not excluded by Section 1 or General Exclusions;
 - ii. emergency services.

13. Lessee's fixtures and improvements

We will pay up to £50,000 in respect of any one flat for Lessee's Fixtures and Improvements following loss or Damage by an Event not excluded by Section 1 or the General Exclusions.

14. Money

We will pay up to £5,000 for loss of Your money while in the personal custody of a Director or Officer of Yours, or of Your Property Manager while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in Your employment;
- b. a Lessee, including any family member permanently residing with them; or
- c. a proxy of a Lessee.

15. Mortgage discharge

We will pay up to £2,500 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under Section 1.

16. Personal property of others

We will pay up to £2,500 for the Indemnity Value of personal property of others (including Employees but excluding Lessees' or Tenants' property) that is lost, damaged or destroyed while in Your physical or legal control by any Event not excluded by Section 1 or General Exclusions.

17. Pets, security dogs

When You occupy Your Flat for residential purposes, We will pay up to £500 a Flat for the reasonable costs You necessarily incur for boarding pets or security dogs if the Flat is rendered unfit for its intended purpose by any Event not excluded by Section 1 or General Exclusions and Temporary Accommodation does not allow pets or security dogs.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of Section 1, when the purchaser has signed an agreement to buy part of or all of such property.

However cover will not apply:

- a. if the purchaser's interests are otherwise insured;
- b. if the purchase is not completed.

19. Records

We will pay up to £25,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Data and valuable papers directly related to Your Insured Property that are lost or damaged by any Event not excluded by Section 1 or General Exclusions, while anywhere in the United Kingdom.

20. Removal, storage costs

We will pay up to £5,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;

following loss or Damage by any Event not excluded by Section 1 or General Exclusions.

21. Removal of nests

We will pay up to £5,000 for the cost of removing wasps or bees nests from Your Insured Property.

We will not pay for the cost of removing any nests that existed prior to the inception of Section 1.

22. Removal of squatters

We will pay up to £5,000 for legal fees You incur to repossess Your Insured Property or a Flat therein if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees.

23. Replacement of keys and locks

We will pay up to £7,500 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded, if keys to Your Insured Property are stolen:
 - i. as a consequence of forcible entry into or out of any building forming part of such property; or
 - ii. as a consequence of forcible entry into or out of the premises of a keyholder;
 - iii. during a hold-up of an occupant who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

24. Replacement of title deeds

We will pay up to £2,500 for the reasonable costs You necessarily incur in replacing Title Deeds to a Flat or Your Insured Property if they are lost or damaged by any Event not excluded by Section 1 or General Exclusions, while anywhere in the United Kingdom.

25. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Flat We will pay the reasonable costs of Temporary Accommodation You necessarily incur if Your Flat is damaged and made unfit to be occupied for its intended purpose by any Event not excluded under Section 1 or General Exclusions. We will pay from the time of the Event until the time You reoccupy Your Flat following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Flat or Common Area We will pay the actual Rent You lose or would have lost if Your Flat or Common Area is damaged and made unfit to be occupied for its intended purpose by any Event not excluded under Section 1 or General Exclusions. We will pay from the time of the Event until the time Your Flat or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

c. Disease, murder and suicide

We will cover You for any loss of Rent receivable or for costs of Temporary Accommodation covered by the Special Benefits 25 a and b – Temporary Accommodation and Rent respectively resulting from interruption of or interference with the Business conducted by You at Your premises during the Period of Insurance as a result of

1. the occurrence of any of the following specified human infectious or specified human contagious diseases
 1. Acute Encephalitis
 2. Acute Poliomyelitis
 3. Anthrax
 4. Bubonic, Septicemic and Pneumonic Plague
 5. Chicken Pox
 6. Diphtheria
 7. Dysentery caused by Shigella
 8. Legionellosis
 9. Legionnaires' Disease
 10. Malaria
 11. Measles
 12. Meningococcal Infection
 13. Mumps
 14. Ophthalmia Neonatorum
 15. Paratyphoid fever
 16. Rabies
 17. Rubella
 18. Tetanus
 19. Tuberculosis
 20. Typhoid Fever
 21. Whooping Cough
 22. Yellow Fever

manifested by any person whilst at Your premises which directly results in the compulsory closing of the whole or part of Your premises by order of a public authority authorised to prevent or restrict access to Your premises.

2. murder, suicide or rape at Your premises
3. bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at Your premises
4. the discovery of vermin or pests in the building(s) at Your premises that prevents the use of or part use of the building(s) by order of a public authority
5. the compulsory closing of the whole or part of Your premises by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at Your premises

We will not cover:

1. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
2. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond Your premises, or by vermin or pests being discovered in a wider geographical area beyond the building(s) at Your premises.
3. any incident involving interference or interruption to the Business that is less than 12 hours.

Any Disease or Corona virus exclusion shall apply to this Murder, suicide or disease cover, except that Communicable Disease shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 12 weeks in any one Period of Insurance commencing from the date of

1. the compulsory closing of the whole or part of Your premises (in relation to clauses 1 and 5 of this cover)
2. the discovery of murder, suicide or rape (in relation to clause 2 of this cover)
3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
4. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum indemnity period of 12 weeks or £25,000 or 25% of the annual Rent receivable in any one Period of Insurance, irrespective of the number of premises insured.

For the purposes of the cover provided under this Special Benefit, any references to Damage or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

d. Failure of selected public supplies terminal ends

We will cover You for loss of Rent or for costs of Temporary Accommodation covered by this section resulting from interruption of or interference with Your Business caused by the accidental failure and unplanned disruption of:

1. the public electricity supply at the "terminal ends" of Your supplier's service feeds to the Insured Property within the Defined Territories
2. the public gas supply at Your supplier's meters to the Insured Property within the Defined Territories
3. the public water supply at Your supplier's main stop cock serving the Insured Property (other than by drought) within the Defined Territories
4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the Insured Property within the Defined Territories

from which You obtain electricity, gas, water or telecommunications services within the Defined Territories where such unplanned disruption is a direct result of Damage caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, Flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Provided that after the application of all other terms and conditions of this section, the most We will pay is the lower of either 25% of the annual Rent receivable or £50,000 in total in any one Period of Insurance irrespective of the number of premises insured and regardless of the number of suppliers affected during any one Period of Insurance. The "Reinstatement of sum insured after loss condition" shall not apply in respect of this cover.

The insurance provided by this cover in any one Period of Insurance shall only apply for the period starting with the unplanned disruption(s) of supply or service at Your Insured Property and ending after 3 months in total during which time You suffer a loss of Rent receivable or for costs of Temporary Accommodation regardless of the number of Your suppliers affected during the Period of Insurance or the number of Insured Property.

We will not cover:

- a. any failure
 - i. which does not involve the disruption of supply, for at least 24 consecutive hours
 - ii. due to an excluded cause
- b. loss resulting from failure caused by
 - i. any deliberate act or decision of any utility supply undertaking or public authority in cutting off, withholding, restricting or rationing, whether planned in advance or not, or the exercise by any such utility undertaking, government or public authority of its power to cut off, withhold, restrict or ration supply or services
 - ii. strikes or any labour or trade dispute
 - iii. solar flare or other atmospheric or weather conditions, but We will cover failure due to Damage to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where We allege that any loss resulting from damage is not covered by this section, it will be Your responsibility to prove that they are covered.

e. Cost of re-letting

When You have leased out Your Flat or Common Area We will pay reasonable reletting costs up to £500:

- i. if Your Flat or Common Area is damaged and made unfit to be occupied for its intended purpose by any Event not excluded under Section 1 or General Exclusions; and,
- ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Flat or Common Area they previously leased.

f. Contributions and fees

We will pay for contributions, levies, ground rent, service charges and other fees You are required to pay during the period Your Insured Property is made unfit to be fully occupied for its intended purpose by any Event not excluded by Section 1 or General Exclusions.

g. Removal, storage – Lessee's Contents

We will pay the costs You necessarily incur in:

- i. removing undamaged Lessee's Contents to the nearest place of safe keeping;
- ii. storing undamaged Lessee's Contents at that place or an equivalent alternate place;
- iii. returning undamaged Lessee's Contents to Your Situation when occupancy of their Flat is permitted;

following Damage to Your Insured Property from any Event not excluded under Section 1 or General Exclusions that makes the Flat unfit to be occupied for its intended purpose.

h. Denial of Access

We will cover You for loss of Rent receivable or costs of Temporary Accommodation covered by the Special Benefits 25a Temporary Accommodation and 25b Rent, resulting from interruption of or interference with Your Business caused directly by Damage by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, Flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to property exclusively within a 1 mile radius of Your Insured Property which prevents the use of Your Insured Property, or access to it, regardless of whether Your Insured Property is damaged or not

Provided that:

1. fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, Flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal are covered under the Insured property section 1 in respect of Insured Property
2. the insurance provided by this cover in any one Period of Insurance shall only apply for the period starting with the prevention of access or hindrance of use and ending after 3 months during which time You suffer a loss of Rent or costs of Temporary Accommodation
3. Our liability for any one claim and in any one Period of Insurance is the lower of either 25% of the annual Rent receivable or £100,000, irrespective of the number of Insured Property. The "Reinstatement of sum insured after loss condition" shall not apply in respect of this cover
4. this does not include any Damage to property from which You obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
5. We will not cover You for any incident involving interference of or interruption with the Business that is less than 12 consecutive hours.

The combined total amount We will pay under Special Benefits 25 a) to 25 h) arising out of any Event not excluded under Section 1 or General Exclusions is limited to thirty five percent (35%) of the Sum Insured for Section 1 or such other percentage as We may agree in writing.

26. Tree felling and lopping

We will pay up to £5,000 for the reasonable professional costs You necessarily incur for the removal and lopping of trees or branches that are an immediate threat to the safety of life or Your Insured Property.

We will not pay:

- a. legal or local authority costs involved in removing trees;
- b. costs incurred solely to comply with a preservation order.

27. Unauthorised use of electricity, gas or water

We will pay up to £10,000 for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without consent.

You must take all practical steps to terminate such unauthorised use immediately You become aware of it.

28. Water removal from basement

We will pay up to £2,500 or the reasonable costs necessarily incurred by the Insured in removing water from the basement or undercroft area of the building if such inundation is directly caused by a storm or a downpour of rain.

We will not pay if the inundation is caused by an Event excluded by Section 1 or General Exclusions.

29. Welfare concern

We will pay up to £5,000 for the reasonable cost You necessarily incur in repairing Damage caused by the police, or others acting under their control, in gaining access to Your Insured Property as a result of their concern for the welfare of an occupant.

We will not pay for any subsequent Damage caused by the police in the course of criminal investigations.

Condition precedent to liability under Section 1

Flat roof

It is a condition precedent to Our liability in respect of any Damage to flat roofed area (or resulting Damage caused by a failure of a flat roof) by storm, wind or rain of the Insured Property that:

- a. where the original covering of the area or any replacement materials are ten (10) years old or more, such areas are inspected regularly and at intervals of not more than (2) years by a builder with a minimum of ten (10) years' experience in such coverings or a qualified property surveyor; and,
- b. any defects discovered during such inspection are remedied within thirty (30) working days or such other period agreed in writing by Us.

Exclusions - what We do not insure

1 We will not pay for loss or Damage

- a. caused by Events specifically excluded under clauses a to l of 'General definitions – Accidental Loss or Damage'.
- b. caused by lack of maintenance, rust, oxidation, corrosion, Wear and Tear, fading, gradual corrosion or gradual deterioration, concrete or brick cancer, developing flaws, wet or dry rot, damp or dampness, or failure to maintain Your Insured Property in a reasonably good state of repair.

However We will pay if any of these causes directly result in loss or Damage from any other Event not excluded by Section 1 or General Exclusions.

- c. caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.

However We will pay if any of these causes directly result in loss or Damage from any other Event not excluded by Section 1 or General Exclusions.

- d. caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

However We will pay if the loss or Damage is due to:

- i. lightning;
- ii. power surge when such Event is confirmed by the supply authority; or
- iii. if fire Damage results.

- e. caused by a change in the water-table level.

- f. caused by vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, or Erosion.

However We will pay if the loss or Damage is due to:

- i. earthquake or seismological disturbance, explosion, physical impact by aircraft;
- ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus.

- g. caused by underground (hydrostatic) water.

However We will pay if the loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

- h. caused by inherent vice, latent defect, vermin, mice, rats, termites, moths, insects, fungus, mildew, or by pecking, biting, chewing or scratching by birds or animals.

However We will pay if any of these causes directly result in loss or Damage from any other Event, such as fire, not excluded by Section 1 or General Exclusions.

- i. caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.
- j. to water in swimming pools, spas or water tanks.
- k. due to normal settling, creeping, seepage, shrinkage, or expansion in buildings, foundations or footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.
- l. caused by any process involving the application of heat being applied directly to any part of Your Insured Property.

However We will pay if any other part of Insured Property is damaged or destroyed by fire.

- m. to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.
- n. to carpets and other floor coverings resulting from gradual staining, fading or fraying.

However We will pay if the loss or Damage directly results from any other Event not excluded by Section 1 or General Exclusions.

- o. to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.
- p. to Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.
- q. caused by frost.
- r. caused by pollution or contamination except Damage to Insured Property by:
 - i. pollution or contamination which itself results from a Defined Peril;
 - ii. a Defined Peril which itself results from pollution or contamination;

2 We will not pay for:

- a. Consequential Loss (other than as specifically provided under an operative Additional Benefit or Special Benefit), loss of use or Depreciation.
- b. demolition ordered by any statutory, public or local authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property. Incorrect siting includes, but is not limited to, non-compliance with any planning requirements regarding the size and/or location of the Insured Property, or breach of any restrictive covenant or interference with easements.
- c. Damage to Your Insured Property due to the structure's own collapse or cracking.
- d. the cost of normal maintenance, redecoration or repair.
- e. the cost of rectifying defective design, faulty or defective materials or faulty or defective workmanship.
- f. We will not cover You for loss, destruction or Damage by theft or attempted theft caused by or in conjunction with You or any of Your partners, directors or Employee(s) or any member of Your family or any other person lawfully at the premises.
- g. We will not cover You for loss, destruction or Damage caused by or consisting of:
 - 1. disappearance, unexplained or inventory shortage
 - 2. misfiling or misplacing of information.

Claims - how We will settle Your claim

Day One cover Claims - How We will settle Your claim

1. Replacement

If Your Insured Property is damaged, We may choose to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair up to the Limit of Indemnity as stated on the Schedule and any applicable inflation protection set out in General Condition 9.

If We choose to rebuild, replace or repair Your Insured Property, the amount We pay under Section 1 will be the cost of Replacement at the time the Accidental Loss or Damage to Your Insured Property occurs, subject to the following provisions:

- i. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay and no payment shall be made by Us until the costs of this work are actually incurred;
- ii. where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- iii. if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- iv. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- v. when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value;
- vi. in the event of Damage, Our liability in respect of Insured Property to which this clause applies will not exceed the Sum Insured in respect of each separate Situation.

We will not pay for the cost to:

- ◆ rebuild or replace undamaged Insured Property;
- ◆ rebuild, replace or repair illegal installations, including any building or part of a building that has been constructed without proper planning permission or in breach of the applicable building regulations.

For each and every claim You have to pay the amount of Excess shown on the Schedule.

2. Underinsurance

If at the time of loss the Declared Value of the Insured Property is less than the cost of Replacement at inception of the Period of Insurance, then Our liability for any loss hereby insured will be limited to that proportion thereof which the Declared Value bears to the cost of Replacement;

We will not apply this condition subject to:

- a. You providing to Us at Your expense a valuation not more than 3 years old based on the Replacement cost of Your Insured Property that has been professionally compiled by a member of the Royal Institute of Chartered Surveyors or some suitable valuer agreed by Us; and,
- b. You have adjusted Your Sum Insured from the date of such valuation to take into account alterations and/or other factors affecting such valuation since its date of issue.

3. Undamaged part of insured property, foundations and footings

If Your Insured Property is damaged and any statutory, public or local authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

4. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted by any statutory, public or local authority requirement that results in the reduction of the floor space, We will pay:

- a. the difference between:
 - i. the actual costs incurred in Replacement in accordance with the reduced floor space; and,
 - ii. the estimated cost of Replacement, to be assessed at the time of Damage, had the limit or restriction on floor space not applied;
- or alternatively We will pay:

- b.
 - i. the actual costs incurred in Replacement in accordance with the reduced floor space; plus
 - ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space has been reduced; or
 - iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space has been reduced;

provided that Our Liability under a. or b. above does not exceed the estimated cost of Replacement, to be assessed at the time of Damage, had the limit or restriction on floor space not applied.

5. Land Value

We will pay the difference between Land Value before and after loss or Damage if any statutory, public or local authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

Special provisions

1. Under Clauses 1 and 2 above, Our liability is limited to the extent to which the Sum Insured for Section 1 is not otherwise expended; and,

Special conditions

Excesses

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

Section 2 – Terrorism

Only operative if shown as insured on the schedule

Definitions applicable to this section:

Computer Systems

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

Consequential Loss

Loss, resulting from interruption of or interference with the Business as a result of Damage to property used by You, at the premises, for the purpose of the Business.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer Systems.

Cyber Incident

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer Systems; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer Systems.

Damage

Physical loss or destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking

Unauthorised access to any Computer Systems whether Your property or not.

Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

Private Individual

Any person other than

1. a company, association or partnership
2. a trustee or body of trustees where insurance is arranged under the terms of a trust
3. a person who owns residential property for the purpose of a business as a sole trader
4. a person who owns residential property of which in excess of 20% is commercially occupied
5. an executor of a will

Where

- i. The residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property.
- ii. More than one person is named on the Policy but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the Policy will be classified as being in the name of a private individual.

Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a Private Individual.

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.

For risks located in the Channel Islands and Isle of Man and for residential property located in England, Wales and Scotland insured in the name of a Private Individual.

An act of any person(s) 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 any government de jure or de facto.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

What We insure

We will extend the cover provided under the following sections, where Your Schedule shows these as covered, to include Damage caused by Terrorism.

1. Section 1 – Insured property

All losses arising within 72 hours caused by Terrorism during the Period of Insurance will be treated as one loss and You can decide when the 72 hour period starts as covered by this section, provided that all Damage occurs within the Period of Insurance and that no two periods overlap.

Exclusions – what We do not insure

Applicable to all locations

Excluded property exclusion

We will not cover You for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this Policy.

Motor exclusion

We will not cover You for

1. any property covered by a motor policy other than a motor trade policy
2. property covered under a road risks section of a motor trade policy

Other insurances exclusion

We will not cover You for any property which is insured by or would but for the existence of this Policy, be insured by any form of transit, aviation or marine policy.

Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a Private Individual

Cyber exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any Computer Systems
2. any alteration, modification, distortion, erasure or corruption of Data

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

But this exclusion will not apply where the loss

- A. results directly from fire, explosion, Flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, Damage to or movement of buildings or structures, plant or machinery other than any Computer Systems

and

- B. comprises
 - a. the cost of reinstatement, replacement or repair in respect of Damage to or destruction of property insured by You and/or
 - b. Consequential Loss suffered directly by You as a direct result of either Damage or destruction to property insured by You at a location covered by this policy or as a direct result of denial, prevention or hindrance of access to a location where property insured by You is covered by this Policy as a result of Damage caused by Terrorism to property which is within one mile of the location.

However, under A. and B. above We will not cover You for any losses caused by Terrorism where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country, or state.

Subject only to the proviso set out in C. below, the following property is specifically excluded from the cover provided under A. and B. above

- i. money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non- negotiable instruments, financial securities or any financial instrument of any sort whatever

and.

- ii. Data.
- C. However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of Data because the occurrence of a peril or perils detailed under A. above results from any alteration, modification, distortion, erasure or corruption of Data then notwithstanding (ii) above, such loss shall nonetheless be covered.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Applicable to risks in the Channel Islands and Isle of Man and to residential property risks insured in the name of a Private Individual for England, Wales and Scotland.

Cyber exclusion

We will not cover You for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

- 1 any Cyber Act including but not limited to Hacking, Phishing, Denial of Service Attack or the transmission of any Virus or Similar Mechanism
- 2 any Cyber Incident.

Deliberate loss or damage exclusion

We will not cover You for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by You.

Pollution and contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

War risks exclusion

We will not cover You for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition seizure or destruction or Damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. You must comply with the following conditions to have the full protection of Your Policy.

Conditions may specify circumstances whereby non-compliance will mean that You will not receive payment for a claim. However You will be covered and We will pay Your claim if You are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one Period of Insurance will not exceed

1. the total sums insured under each section
2. the Sum Insured for any one item
3. any specific limit of Our liability shown in the Policy sections
4. the Sum Insured (or limit remaining) after the deduction for any other Damage occurring during the same Period of Insurance

whichever is the less as shown in Your Schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where We state that any loss, damage, costs or expense is not covered by this section it will be Your responsibility to prove that they are covered.

Section 3 – Liability to others

Only operative if shown as insured on the schedule

What We insure

We agree to indemnify You to the Limit of Indemnity shown on the Schedule by the terms of Section 3 against legal liability to pay damages, including claimant costs recoverable from You, as a result of Injury, Personal Injury, Damage or Denial of Access:

- a. that occurs during the Period of Insurance and arises out of and in connection with the Business within the Territorial Limits; or
- b. that occurs during the Period of Insurance arising out of or from or in connection with Your Products; or
- c. arising out of or from Pollution occurring during the course of Business provided that the Pollution is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the Period of Insurance;

provided that the maximum We will pay under:

- i. Clause a any one Occurrence is the Limit of Indemnity; but
- ii. Clause b shall not exceed in the aggregate during any one Period of Insurance the Limit of Indemnity; and,
- iii. Clause c shall not exceed £2,000,000 in the aggregate during any one Period of Insurance.

Further, following any Occurrence that is or may be the subject of indemnity under Section 3 We agree to indemnify You for Costs and Expenses in addition to the Limit of Indemnity. However, if payment exceeding the Limit of Indemnity has to be made to dispose of a claim then Our liability to pay all Costs and Expenses shall be limited to such proportion of the said Costs and Expenses as the Limit of Indemnity bears to the total amount paid to dispose of the claim.

Additional Benefits

The insurance under Section 3 is extended to include and We will pay for the following Additional Benefits but the amount paid will form part of and not be additional to the Limit of Indemnity shown on the Schedule for Section 3.

1. Accidental Release of Asbestos (Claims Made) Cover

We will pay the amount of damages and claimants' costs and expenses which You become legally liable to pay in respect of a claim first made against You and notified to Us during the Period of Insurance for accidental:

- a. Injury
- b. Damage to property

arising from the accidental and unplanned release of Asbestos in the course of the Business within the Territorial Limits.

We will also pay for Your costs and expenses.

The maximum amount We will pay for all damages, claimant's costs and expenses and Your Costs and expenses in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause and for all claims in any one Period of Insurance will not exceed £1,000,000.

We will not pay:

1. for claims:
 - a. relating to the fear suffered by any person of the consequences of exposure to Asbestos
 - b. in respect of Damage to property, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the accidental or unplanned release of Asbestos due to a sudden, identifiable, unintended and unexpected incident which happens at a specific time and place during the Period of Insurance in the course of any work, process or other operation
 - c. to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove Asbestos in or on premises:
 - i. that You have disposed of
 - ii. owned, leased, let, rented, hired or lent to You
 - iii. for which You have any statutory duty to manage Asbestos
1. for any incident known to You, or any director or partner or for which You or they should have been aware before the start of the cover provided under this Additional Benefit
2. a. the amount of excess stated in the schedule in respect of Damage to property, or
b. £1,000
whichever is the greater.

If during the Period of Insurance, You, or any director or partner first become aware of any circumstances that may give rise to a claim under this section and notification is given to Us during or within 7 days of the expiry of the Period of Insurance, We will if a claim is subsequently made against You consider such circumstances as having been made during the Period of Insurance that You or they first become aware.

Condition Precedent to Liability to Additional Benefit 1. Accidental Release of Asbestos (Claims Made) Cover

It is a condition precedent to Our liability to pay claims under this Additional Benefit that You must:

- a. undertake a written risk assessment put controls in place to prevent the release of Asbestos if You have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of Asbestos
- b. on discovery of any materials that are known or suspected to be Asbestos prior to or in the course of any work, process or other operation, immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
- c. ensure that any Asbestos is investigated, handled, removed, stripped out, demolished, transported and/or disposed of in accordance with Health and Safety regulations in force at the time within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

In the event of a claim arising from or in connection with the release of Asbestos, You may be required by Us to produce evidence that you complied with this condition.

2. Appointed representative

At Your request, We will also indemnify Your appointed representative but only to the extent that legal liability arises from their activities or interest in the management of the Insured Property through lease and or statute.

3. Bridges, roadways, kerbing, footpaths, services

We will indemnify You and any Other Insured Party for all sums (including claimants' costs and expenses) that You become legally liable to pay arising from Your ownership of bridges, roadways, kerbing, footpaths, underground and overhead services at the Situation.

4. Car park liability

Compensation You become legally liable to pay for Injury, Personal Injury, Denial of Access or Damage to Vehicles in Your physical or legal control where such Damage occurs in a car park You own at the Situation except that this extension will not apply and We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

5. Compensation for court attendance

If at Our request any director, partner or Employee of Yours attends court as a witness in connection with a claim to which You are entitled to indemnity under Section 3 We will compensate You at the following rates per day for each day on which attendance is required:

- a. £500 for You or any of Your directors or partners;
- b. £250 for any Employee.

6. Contingent motor liabilities

We will cover the amount of damages which You are legally liable to pay in respect of:

1. death, bodily injury, illness or disease
2. loss of or damage to property that You do not own or possess and is not in Your custody or under Your control occurring during the Period of Insurance and arising out of
 - a. the use by an Employee of their own motor vehicle
 - b. the movement of any motor vehicle, not owned by, or provided by You or an Employee, that is preventing access to, or causing an obstruction within Your premises or any site at which You are working within the Defined Territories and in the European Union in connection with the Business.

Exclusion 18 will not apply to this cover.

We will not pay

1. unless the motor vehicle is being driven with Your permission and You have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
2. for loss of or damage to any motor vehicle referred to in a or b above
3. where cover is provided by another insurance policy.

7. Contractual liability

Where any contract or agreement entered into by You so requires We will:

- a. indemnify You against liability arising in connection with and assumed by You by virtue of such contract or agreement but only so far as concerns liability as defined under Section 3; and,
- b. waive rights of subrogation against any party specified in the contract or agreement;

provided that You shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

8. Cross liabilities

For each legal entity comprising the Insured, We will separately indemnify each party under Section 3 as if a separate policy had been issued to each but in respect of claims made or brought against any of them by any other Insured Our total liability to all parties, will not exceed the Limit of Indemnity. Further, where You request, We will waive all rights of subrogation against Your subsidiary or from a subsidiary against the parent (You).

9. Data Protection Act 1998

The insurance by Section 3 is extended to indemnify You and if requested by You any Employee in respect of liability under the Data Protection Act 1998 ('DPA') to pay:

- a. compensation in respect of damage or distress under section 13 of Part II of the DPA including defence Costs and Expenses;
- b. defence costs in relation to a prosecution brought under section 21 of Part III of the DPA; in relation to claims made by any person not being an Employee, provided that;
- c. You have registered in accordance with the terms of the DPA;
- d. the claim arises from damage or distress occurring or prosecution commenced during the Period of damage;
- e. this extension will not apply in respect of:
 - i. the cost of replacing, reinstating, rectifying or erasing any personal data;
 - ii. liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this insurance the effect of which will knowingly result in liability under the DPA;
 - iii. claims that arise out of circumstances notified to any previous insurer or of which You knew or were aware of at inception of this policy;
 - iv. liability for which indemnity is provided under any other insurance.

10. Defective Premises Act 1972

The insurance by Section 3 is extended to indemnify You against any liability incurred by virtue of section 3 of the Defective Premises Act, 1972 or section 3 of the Defective Premises Measure (Northern Ireland) 1974 or any amendment thereto in connection with premises that You have disposed of, except that We will not be liable to provide an indemnity for the cost of remedying any defect or alleged defect in such premises.

11. Fertiliser, pesticide, herbicide application

We will indemnify You and any Other Insured Party for all sums (including claimants' costs and expenses) that You become legally liable to pay arising from the application of any fertiliser, pesticide or herbicide to Your building or Common Area.

12. Hiring out of sporting and recreational facilities

We will indemnify You and any Other Insured Party for all sums (including claimants' costs and expenses) that You become legally liable to pay arising from the hiring out of sporting or recreational facilities owned by You. The indemnity provided by this Additional Benefit does not include any liability arising from:

- a. the hiring out of swimming pools, paddling pools, aqua or sub aqua facilities,
- b. the hiring out of caving, potholing, abseiling, rock climbing, climbing walls, zip-wire or zip line facilities.

13. Legionella liability

Notwithstanding Exclusion 8, We will indemnify You for all sums (including claimants' costs and expenses) that You become legally liable to pay in respect of any claim(s) first made against You in writing during the Period of Insurance and notified to Us during the Period of Insurance (or within thirty (30) days thereafter) that results from Legionella causing Injury, Personal Injury, Damage or Denial of Access except that We shall not be liable for:

- a. any amount in excess of the sub-Limit of Indemnity of £1,000,000 any one claim and in the aggregate during the Period of Insurance, or as otherwise specified on the Schedule;
- b. any claims that arise out of any circumstances notified to previous insurers or of which You knew or were aware of at the inception of this policy;
- c. any claims for Injury or Personal Injury arising from employment;
- d. any claims made against You for Legionella where the insured Occurrence giving rise to the claim happened prior to the commencement of the Period of Insurance stated on the Schedule.

14. Manslaughter Costs Cover

We will cover Manslaughter Costs in respect of any death occurring during the Period of Insurance, in circumstances where there is also a claim or potential claim against You for damages covered by this section.

You must obtain Our prior written consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

If You wish to appeal against conviction, We will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where We have consented to legal representation at court proceedings, We will also pay the legal costs of prosecution awarded against You, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of implementing any remedial order or publicity order
4. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6. costs and expenses of defence where defence costs are available from any other source or insurance
7. costs and expenses of any investigation or prosecution brought other than under the laws of the Defined Territories.

The maximum We will pay for Manslaughter Costs and costs awarded against You or any person entitled to cover under this section, in total, as a result of all occurrences during any one Period of Insurance is £1,000,000.

15. Other insured parties

At Your request, We will separately indemnify each Other Insured Party provided that:

- a. You would have been entitled to indemnity by this insurance had the claim or suit been made against You;
- b. the Other Insured Party is not indemnified under any other insurance or in any other way;
- c. We have the sole conduct and control of any claim;
- d. the Other Insured Party agrees it will be bound by the terms of this policy (other than in respect of Premium) as if it were You.

16. Overseas liability

At Your request the insurance by Section 3 is extended to indemnify You and any of Your Employees or directors (including their family or persons normally resident with them), against legal liability for Injury, Personal Injury or Damage, incurred in a personal capacity while temporarily outside the United Kingdom in connection with the Business, provided that such Injury, Personal Injury or Damage does not arise out of the ownership or occupation of land or buildings.

17. Principals indemnity

At Your request We will indemnify any of Your principals but only to the extent that liability arises solely out of the work performed for the principal by or on Your behalf and provided that:

- a. the principal shall as though he were You observe, fulfil and be subject to the terms and conditions of Section 3 in so far as they can apply; and,
- b. any liability under this clause shall in no way operate to increase the Limit of Indemnity; and,
- c. the principal is not indemnified under any other insurance or in any other way.

18. Property in Your care, custody and control

Notwithstanding Exclusion 16, Section 3 is extended to indemnify You in respect of liability arising out of or from Damage to personal effects (including Vehicles and their contents) of Your Employees, directors, officials, visitors or guests.

19. Recreational activities

Compensation You become legally liable to pay for Injury, Personal Injury or Damage arising from recreational or social activities arranged for and on behalf of Lessee's and occupiers of Flats.

20. Safety Legislation Costs Cover

We will cover Safety Legislation Costs in respect of:

any death, bodily injury, illness or disease or loss of or damage to property that You do not own or possess and is not in Your custody or under Your control occurring during the Period of Insurance in circumstances where there is also a claim or potential claim against You for damages covered by this section.

You must obtain Our prior written consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

If You wish to appeal against conviction, We will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where We have consented to legal representation at court proceedings, We will also pay the legal costs of prosecution awarded against You, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices
4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than Safety Legislation Costs already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the Defined Territories.

The maximum We will pay for Safety Legislation Costs and costs awarded against You, or any person entitled to cover under this section, in total, as a result of all occurrences during any one Period of Insurance is £1,000,000.

21. Services

Compensation You become legally liable to pay for Injury, Personal Injury or Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lessee's and occupiers of Flats at Your Situation.

22. Terrorism

Section 3 is extended to indemnify You in respect of liability arising out of or from or caused by an act of Terrorism provided that the Limit of Indemnity under this clause will not exceed £2,000,000 arising out of one Occurrence.

23. Wheelchairs, garden equipment, other vehicles

Compensation You become legally liable to pay for Injury, Personal Injury or Damage arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in United Kingdom.

Exclusions - what We do not insure

Section 3 excludes and We will not pay for:

1. Advice, design or plans provided for a fee

any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by You for a fee.

2. Aircraft and watercraft

any loss arising out of or from the ownership, possession or use of any aircraft or other aerial device or satellite, or any Watercraft.

3. Damages arising from a deliberate act

Injury, Personal Injury, Damage or Denial of Access and any associated Costs and Expenses, either expected or intended by You or Other Insured Party but this exclusion does not apply to Injury resulting from the use of reasonable force to protect persons or property.

4. Cost of recall or guarantee

expenditure, whether incurred by You or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any product or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement and reinstatement.

5. Employment practices dispute

liability that arises out of:

- a. a dispute between an employer / prospective employer and Employee / prospective Employee referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or
- b. a settlement or adjudication of or under the auspices of an Employment Tribunal or the Advisory, Conciliation and Arbitration Service (ACAS);

and liability by Clause 7 a or 7 b that is capable of being insured under a generally available Employment Practices Liability Insurance Policy.

6. Fines, penalties or multiplication of compensatory damages

- a. fines or penalties;
- b. punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
- c. remediation costs or other charges imposed by the Environment Agency or any successor body.

7. Intentional disregard of reasonable precautions

any insured Occurrence or loss arising or arising out of or continuing from Your deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured Occurrence or loss arising or continuing.

8. Legionella

any Injury, Personal Injury, Damage or Denial of Access arising out of legionella except as provided under Additional Benefit 13.

9. Liability from employment

Injury sustained by any Employee arising out of or in the course of employment by You in the Business.

10. Libel or slander

Liability arising out of the publication or utterance of a defamation, libel or slander:

- a. made prior to the commencement of Section 3; or
- b. made by You or at Your direction when You knew it to be false.

11. Limit of Indemnity

liability in excess of the Limit of Indemnity stated on the Schedule except for payment of Costs and Expenses as provided for under the clause: 'What We insure'.

12. Liquidated damages

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement that You or an Other Insured Party has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties.

13. Marinas, wharves, jetties,

liability arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities.

14. Owned or previously owned premises

loss or liability for Damage or Denial of Access to land or premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or tenanted by You, save only to the extent provided under Additional Benefit 10.

15. Property in the Insured's care, custody and control

Damage to property owned, leased, hired or held in trust by You or under hire purchase or on loan to You or held otherwise in Your care, custody or control except as provided under Additional Benefit 18.

16. The product itself

liability for Damage to Your product or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom.

17. United Kingdom jurisdiction restriction

liabilities in respect of any judgment, award, payment or settlement delivered, made or incurred under the laws or jurisdiction of any country outside the United Kingdom (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part that was made outside the United Kingdom).

18. Use or ownership of mechanically propelled vehicles

Injury, Damage or Denial of Access arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on Your behalf or any Other Insured Party except as provided under Additional Benefit 6.

19. Cyber and Data Exclusion

For the purposes of this exclusion only the following definitions apply:

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

Any:

- a. error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System
- b. partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a. any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident
- b. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any Data, including any amount pertaining to the value of such Data
- c. failure of electronic, electromechanical Data processing or electronically controlled equipment or Data to correctly recognise any given date or to process Data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims:

- i. for Injury
- ii. for Damage to property
- iii. under Additional Benefit 7 Data Protection Act 1998 of Section 3 – Liability to others directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident.

20. War and Terrorism

Injury, Personal Injury, Pollution, Damage or Denial of Access directly or indirectly caused by or contributed to by or arising from War or Terrorism except as provided under Additional Benefit 22.

Special definitions

The words listed below have been given a specific meaning and apply to Section 3 when they begin with a capital letter.

Denial of Access

Denial of Access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

Personal Injury

Personal Injury means:

- a. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- b. wrongful entry or eviction or other invasion of the right of privacy;
- c. a publication or utterance of defamatory or disparaging material;
- d. assault and battery not committed by You or any Lessee or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance within the Defined Territories.

Pollutants, Pollution

Pollutants, Pollution means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Product

Product means any property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the Insured that has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

Property Damage

Property Damage means loss of use of tangible property that has been lost, destroyed or damaged and happens during the Period of Insurance within the Defined Territories.

Work away

Work Away means work, operations, installation or services performed by or on Your behalf but not on Your premises.

Section 4 – Employers' liability

Only operative if shown as insured on the schedule

What We insure

We will indemnify You up to the Limit of Indemnity shown on the Schedule for all sums that You become legally liable to pay as damages, including claimant costs recoverable from You, arising out of Injury caused during the Period of Insurance and sustained by an Employee in the course of employment by You in the Business within the Territorial Limits except that where such employment is undertaken temporarily outside the Defined Territories:

- a. the Employee must ordinarily be resident within the United Kingdom at the time the Injury is caused; and,
- b. the Employee must be intending to return to the United Kingdom following completion of the temporary overseas employment, and the temporary overseas employment outside the Defined Territories is not intended or planned to exceed twelve (12) months duration.

Following any Occurrence that is or may be the subject of indemnity under the above clause whether or not Injury has occurred, We agree to indemnify You for Costs and Expenses but the Costs and Expenses form part of the Limit of Indemnity and do not increase the Limit of Indemnity.

Additional Benefits

The insurance under Section 4 is extended to include and We will pay for the following Additional Benefits but the amount paid will form part of and not be additional to the Limit of Indemnity shown on the Schedule for Section 4.

1. Compensation for court attendance

If at Our request any director, partner or Employee of Yours attends court as a witness in connection with a claim to which You are entitled to indemnity under Section 4 We will compensate You at the following rates per day for each day on which attendance is required:

- a. £500 for You or any of Your directors or partners;
- b. £250 for any Employee.

2. Contractual liability

Where any contract or agreement entered into by You in connection with the Business so requires We will:

- a. indemnify You against liability arising in connection with the Business and assumed by You by virtue of such contract or agreement but only so far as concerns liability as defined under Section 4; and,
- b. waive rights of subrogation against any party specified in the contract or agreement;

provided that You shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

3. Cross liabilities

For each legal entity comprising the Insured, We will separately indemnify each party under Section 4 as if a separate policy had been issued to each, provided that in respect of claims made or suits brought against any of them by any other person Our total liability to all parties will not exceed the Limit of Indemnity.

4. Data Protection Act 1998

We will indemnify You and if You so require any Employee in respect of their liability under the Data Protection Act 1998 ('DPA') to pay:

- a. compensation in respect of damage or distress under section 13 of Part II of the DPA including defence Costs and Expenses;
- b. Defence Costs in relation to a prosecution brought under section 21 of Part III of the DPA; in relation to claims made by an Employee, provided that:
 - c. You have registered in accordance with the terms of the DPA;
 - d. the claim arises from damage or distress caused or prosecution commenced during the Period of Insurance.

This extension will not apply in respect of:

- i. the cost of replacing, reinstating, rectifying or erasing any personal data;
- ii. liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this insurance the effect of which will knowingly result in liability under the DPA;
- iii. claims that arise out of circumstances notified to any previous insurer or known to You at inception of this policy;
- iv. liability for which indemnity is provided under any other insurance.

5. Indemnity to other parties

At Your request, We will separately indemnify each Other Insured Party provided that:

- a. You would have been entitled to indemnity by this insurance had the claim or suit been made against You;
- b. the Other Insured Person is not indemnified under any other insurance or in any other way;
- c. We have the sole conduct and control of any claim;
- d. the Other Insured Party agrees it will be bound by this policy (other than in respect of Premium) as if they were You.

6. Injury to working partners

If any working partner named on the Schedule sustains Injury We will deem such partner to be an Employee provided that We shall only be liable where:

- a. the Injury is sustained whilst such partner is working in connection with Your Business; and,
- b. the Injury is caused by the negligence of another partner or Employee while working in Your Business.

7. Manslaughter Costs Cover

We will cover Manslaughter Costs in respect of any death occurring during the Period of Insurance, in circumstances where there is also a claim or potential claim against You for damages covered by this section.

You must obtain Our prior written consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

If You wish to appeal against conviction, We will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where We have consented to legal representation at court proceedings, We will also pay the legal costs of prosecution awarded against You, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of implementing any remedial order or publicity order
4. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
5. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
6. costs and expenses of defence where defence costs are available from any other source or insurance
7. costs and expenses of any investigation or prosecution brought other than under the laws of the Defined Territories.

The maximum We will pay for Manslaughter Costs and costs awarded against You or any person entitled to cover under this section, in total, as a result of all occurrences during any one Period of Insurance is £1,000,000.

8. Medical treatment

This insurance extends to indemnify You and any medical doctor or dentist employed by You in respect of liability to any person under a contract of service or apprenticeship with You resulting from treatment given provided that any such doctor or dentist shall as though they were You be subject to the terms of this Policy so far as they can apply.

9. Principals

At Your request We will indemnify any of your principals but only to the extent that liability arises solely out of the work performed for the principal by You or on Your behalf and provided that:

- a. the principal shall as though he were You observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply;
- b. Our liability under this clause shall in no way operate to increase the Limit of Indemnity; and,
- c. the principal is not indemnified under any other insurance or in any other way.

10. Safety Legislation Costs Cover

We will cover Safety Legislation Costs in respect of:

any death, bodily injury, illness or disease or loss of or damage to property that You do not own or possess and is not in Your custody or under Your control occurring during the Period of Insurance in circumstances where there is also a claim or potential claim against You for damages covered by this section.

You must obtain Our prior written consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

If You wish to appeal against conviction, We will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where We have consented to legal representation at court proceedings, We will also pay the legal costs of prosecution awarded against You, or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices
4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than Safety Legislation Costs already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the Defined Territories.

The maximum We will pay for Safety Legislation Costs and costs awarded against You, or any person entitled to cover under this section, in total, as a result of all occurrences during any one Period of Insurance is £1,000,000.

11. Unsatisfied court judgments

In the event of a judgment for damages being obtained:

- a. that arises out of and in the course of his employment by You in the Business, against any person operating from premises in the United Kingdom; and
- b. that remains unsatisfied in whole or in part six (6) months after the date of such judgment; in any court of law except a court operating under the laws of North America;

then at Your request, We will pay the amount of damages or costs awarded to the Employee or the personal representatives of the Employee to the extent that they remain unsatisfied provided that:

- i. there is no appeal outstanding; and,
- ii. the judgment relates to Injury that would otherwise be indemnified by Section 4 had the claim been made against You; and,
- iii. We will be entitled to take over and prosecute for Our own benefit any claim against any other person and You, the Employee or the personal representatives of the Employee will give Us all the information and assistance We may require; and,
- iv. the indemnity provided by this Additional Benefit will not apply to any claim arising out of any mechanically propelled vehicle for which insurance under any Road Traffic Act legislation is required.

12. War or Terrorism

The insurance under Section 4 will cover liability to an Employee arising from or caused by any act of War or Terrorism provided that the Limit of Indemnity under this clause will not exceed:

- a. £5,000,000 anywhere in the world except in travel to, travel in, travel from or working in a Hostile Territory; or
- b. £1,000,000 arising directly or indirectly whilst in travel to, travel in, travel from or working in a Hostile Territory;

in respect of:

- i. any one claim against You or series of claims against You; and,
- ii. any claim or series of claims made by You under Section 4;

arising out of one Occurrence

But where an Employee is already working in a territory that is subsequently declared to be a Hostile Territory the Limit of Indemnity will remain at £5,000,000 provided You take all reasonable steps immediately following the declaration to repatriate the Employee or to remove the Employee to a safe location as determined by the local peace force or the Foreign & Commonwealth Office.

Exclusions - what We do not insure

Section 4 excludes and We will not pay for:

1. Employment practices dispute

liability that arises out of:

- a. a dispute between an employer / prospective employer and Employee / prospective Employee referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or
- b. a settlement or adjudication of or under the auspices of an Employment Tribunal or the Advisory, Conciliation and Arbitration Service (ACAS);

and is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy but this exclusion shall not apply in respect of compensatory damages for Injury required by the Employers' Liability (Compulsory insurance) Regulations 1998.

2. Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid.

3. Jurisdiction

liability for payment of any judgment, award, payment or settlement made within countries that operate under the laws of any country outside The Defined Territories or the countries of the European Union (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated on the Schedule.

4. Limit of Indemnity

liability in excess of the Limit of Indemnity stated on the Schedule.

5. Offshore

We will not cover claims for Injury to any Employee(s) while Offshore.

6. Road traffic legislation

liability for Injury sustained by an Employee when the Employee is:

- a. being carried in or upon a Vehicle; or
- b. entering or getting onto or alighting from a Vehicle:

in circumstances where insurance or security is required to be effected by You to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles.

7. Work outside the United Kingdom

liability for Injury sustained by an Employee whilst on a temporary visit outside the United Kingdom in respect of the performance of manual work except that this exclusion shall not apply to work of collection or delivery of goods or the erection and dismantling of estate agency boards or signs.

8. Workman's compensation or social security payment

liability for any claims arising out of Injury that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment but this exclusion will not apply to payments required to be made to the Compensation Recovery Unit or its successor.

Special Conditions

1. Conflict of interest

In the event of a conflict of interest between You and any Other Insured Party indemnified by this insurance separate representation will be arranged for each party.

2. Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by Section 4 is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands. Where any condition precedent, exclusion, term or condition of section 4 is deemed prohibited by the act or regulations, then We will provide an indemnity to the Employee under the terms of this insurance but You will repay to Us that part of Our indemnity for which We would not otherwise have been liable under Section 4 by reason of any such breach of condition precedent, term, condition or exclusion.

3. Recovery of benefits

In the event that Your liability in damages is reduced because benefits and/or charges included in the damages are to be paid under statute to the Compensation Recovery Unit or its successor, Your liability in damages for the purposes of this insurance will be deemed to include such benefits and charges.

Section 5 – Machinery breakdown

Only operative if shown as insured on the schedule

What We insure

We insure You against Insured Damage that occurs during the Period of Insurance provided that the Insured Item is within Your Situation.

The amount We pay will:

- a. be calculated in accordance with the clause herein titled 'Claims - how We will settle Your claim';
- b. be subject to the application of any Excess shown on the Schedule; and,
- c. will not exceed the Sum Insured shown on the Schedule.

Additional Benefits

The insurance under Section 5 is extended to include and We will pay for the following Additional Benefits but the amount paid will form part of and not be additional to the Sum Insured shown on the Schedule for Section 5.

We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Exclusions - what We do not insure

Section 5 excludes and We will not pay for:

1. Damage caused by or arising from:
 - a. Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;
 - b. Erosion, Earth Movement, sea, high water, high tide, storm surge, tidal wave or Flood;
 - c. an Event that is claimable under Section 1;
 - d. chipping, scratching or discolouration of painted, polished or finished surfaces;
 - e. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
 - f. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;
 - g. the tightening of loose parts, recalibration or adjustments;
 - h. the imposition of abnormal conditions, stresses or the intentional overloading of any Insured Item or the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
 - a. glass, porcelain or ceramic components;
 - b. defective tube joints or other defective joints or seams;
 - c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
 - e. television, video or audio equipment other than security system equipment;
 - f. expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes.
 - g. electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - h. computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
 - i. plant that has been hired or is on loan unless We specifically agree in writing.
3. Consequential Loss of any kind other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims - how We will settle Your claim

We will at Our option repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special condition

You must maintain and, where necessary, test and inspect the Insured Items in accordance with the manufacturer's recommendations and any applicable laws or regulations.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 5 when the words begin with a capital letter.

Insured Damage

Insured Damage means sudden and accidental physical loss or damage that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

Insured Item means:

- a. lifts, elevators, escalators and incliners when shown as included on the Schedule;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Insured Property or its services.

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