



Property Owners

Insurance Policy

Welcome

Welcome to Bspoke Commercial

Thank You for selecting Bspoke Commercial Limited. We are confident Your trust is well placed and are determined to provide You with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the information You need to know about the cover, please read the wording in full and make sure You are happy with the cover provided and that it meets Your requirements.

About Bspoke Commercial Limited

A specialist commercial insurer, Bspoke Commercial's operating style is to develop products according to the requirements outlined by You and demanded by our brokers. We provide insurance solutions for a range of product categories including Commercial Property and Liabilities.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of Your business, while also reducing Your businesses exposure to risk by providing effective risk management assistance.

Getting to know each other

To learn more about Bspoke Commercial Limited please visit www.bsopkecommercial.co.uk

If You need to know more about Your cover or the policy wording then contact the broker who placed the business for You.

Definitions

Certain words in the policy have special meanings. These meanings are given in the Policy Definitions Section on page 16 or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in ***bold italics*** throughout.

Contents

The Insurance Contract.....	4
The Agreement	4
Customer Information	5
Information about Words with Special Meanings.....	6
Complaints Procedure	7
Claims Procedure.....	8
Cancelling <i>Your</i> Policy	9
<i>Our</i> Right to Cancel <i>Your</i> Policy	9
Employer’s Liability Tracing Office Notice	9
Who <i>We</i> are	9
Compensation Arrangements.....	10
Conditions Precedent	11
General Policy Conditions.....	12
General Policy Exclusions.....	14
Policy Definitions	17
Section A - Property Damage.....	20
Section B - Loss of Rent.....	30
Section C - Property Owners’ Liability	34
Section D – Employers’ Liability.....	39
Section E - Terrorism.....	42
Section F - Residential and Commercial Landlord’s Legal Expenses.....	47
Section G – Equipment Breakdown	54

The Insurance Contract

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following are elements for the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments please return them to **Your** broker for correction. Keep the policy safe in case **You** need to refer to it.

- **Your** policy,
- The **Schedule**,
- Endorsements.

It is important that **You**:

- (a) tell us about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date
- (b) check that the Sections **You** have requested are included in the **Schedule**;
- (c) check that the information **You** have given **Us** is accurate;
- (d) keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy;
- (e) comply with **Your** duties under each Section and the insurance as a whole.

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

The Agreement

In consideration of the payment of the premium, We will compensate You by payment, or at Our option, by reinstatement or repair in respect of Damage, accident, or injury occurring in connection with the Business during the Period of Insurance, subject to the terms, Conditions and Exclusions contained in or endorsed on the policy.

Signed by Authorised signatory



Nick Grazier
Managing Director

Bspoke Commercial Limited
Brookfield Court
Selby Road
Leeds
LS25 1NB

Customer Information

Applicable Data Protection Legislation

We are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by **Us** to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, **We** will generally use e-mail and unless **You** advise **Us** to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

Conformity

In this policy **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask by ensuring that all information provided is a fair presentation.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information we required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We will write to **Your** insurance broker if **We**:

- (a) intend to treat **Your** policy as if it never existed, or
- (b) need to amend the terms of **Your** policy, or
- (c) require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Law and Jurisdiction

You and **Us** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule** and the jurisdiction of the courts of England.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Duties

You shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this policy
- (b) to maintain the **Premises**, machinery and equipment and everything used in the **Business** in efficient and safe working condition
- (c) in the selection and supervision of **Employees**
- (d) to comply with all statutory and other obligations and regulations imposed by any authority,
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information about Words with Special Meanings

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount we will pay will be reduced in proportion to the amount of underinsurance.

Condition Precedent

A Condition which must be complied with before **We** are to be liable for a claim.

You may find a **Condition Precedent** applies only to a particular policy Section in which case it will be shown under that Section.

Breach of Term

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

Terms not relevant to the actual loss

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

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

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

Complaints Procedure

How to complain

At Bspoke Commercial, **We** care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If **You** have cause for complaint, either in relation to **Your** policy or any aspect regarding the standard of our service, please see the contacts outlined below.

As **You** have arranged **Your** policy with Bspoke Commercial Limited through a Broker or Intermediary, **You** should firstly direct **Your** complaint to the Broker or Intermediary with whom **You** arranged **Your** policy.

Useful Complaint Contacts are provided in the table below:

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Commercial Limited	Brookfield Court Selby Road Leeds West Yorkshire LS25 1NB complaints@bspokecommercial.co.uk 0113 345 1768
Claims (other than Legal Expenses or Equipment Breakdown claims noted below)	Complaints Department Sedgwick International UK	Oakleigh House 14-16 Park Place Cardiff CF10 3DQ bspokecommercialclaims1@uk.sedgwick.com 0345 850 0597
Residential and Commercial Landlord's Legal Expenses Claims	Complaints Department Arc Legal Assistance Limited	PO Box 8921 Colchester CO4 5NE customerservice@arclegal.co.uk 01206 615 000
Equipment Breakdown Cover Claims	Complaints Department HSB Engineering Insurance	Chancery Place 50 Brown Street Manchester M2 2JT claims@hsbeil.com 0330 100 3443

If **You** remain dissatisfied after Bspoke Commercial and the **Insurer** has considered **Your** complaint or **You** have not received a final decision by the time Bspoke Commercial and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Telephone Number: 0800 0234 567

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

or

Telephone Number: 0300 1239 123

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

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

This complaint procedure does not affect **Your** right to take legal action.

Claims Procedure

How to Make a Claim

Policy Section	Contact Details
Sections A to E	Claims helpline 02920320839
Section F – Residential & Commercial Landlord's Legal Expenses (please refer to the section wording for additional notes and conditions)	Legal Claims Notification 01384887585 Tax Claims Notification 01384377000
Section G – Equipment Breakdown (please refer to the section wording for additional conditions)	Claims helpline 03301003432 New.loss@hsbeil.com

It is a **Condition Precedent** to **Our** liability under this policy that **You** comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

In the event of any occurrence likely to give rise to a claim under this policy **You** will report it to **Us** as soon as practicable or in any event within 5 days and provide full details of what has happened in writing within 30 days (within seven days if caused by riot or civil commotion) and

- at **Your** own expense, provide any other information required including evidence of value or age (or both) if requested,
- forward as soon as practicable any letter, claim, writ, summons or other legal document **You** receive if a claim for liability is made against **You**,
- inform the police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft or attempted theft,
- do not admit liability or offer or agree to settle any claim without **Our** written permission,
- take all care and necessary measures to minimise the loss and avoid interruption or interference with the **Business** and to prevent further **Damage** or injury,
- notify **Us** immediately when **You** have knowledge of an impending prosecution, coroner's inquest or fatal accident inquiry.

How We deal with Your claim

Basis of Settlement

Some Sections of the policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim..

Consent

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of any legal proceedings arising from the claim as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name,
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

Our Rights after a claim

Upon the happening or discovery of any **Occurrence** **We** may enter and take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a manner without incurring liability or reducing **Our** rights. **You** shall not be entitled to abandon any property to **Us**

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section C – Property Owners Liability and Section D - Employers Liability **We** will only pay the excess beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at our option pay the full claim and claim half of this back from **Your** other insurance policy or pay our rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

An award made by the arbitrator will be a **Condition Precedent** to a right of legal action against **Us**.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

Cancelling Your Policy

We hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel **Your** policy during a period of 14 days after either the purchase or renewal of the contract or 14 days after the day on which **You** receive **Your** policy documentation, whichever is the later. **We** will return the premium in full if cancellation occurs within the 14-day period. If **We** pay any claim, in whole or in part, during the 14-day period then no refund of premium will be allowed.

If **You** wish to cancel **Your** policy after cooling off period **You** will need to give notice in writing (including by e-mail). **We** will cancel **Your** policy from the date upon which notice is dispatched to us. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance** less a deduction of a minimum premium of £100 plus the administration costs in providing this insurance. The amount is shown in the **Schedule**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

Our Right to Cancel Your Policy

We shall not be bound to accept any renewal of this policy. If this happens **We** will ensure that **You** are notified accordingly.

If **We** do not receive the premium and Insurance Premium Tax **We** may cancel this policy by sending **You** at least 7 days written notice of cancellation to **Your** Insurance Broker (subject to the provisions of the Consumer Credit Act where applicable).

We may cancel this policy at any other time by sending 14 days' notice of cancellation, giving details of the reason for cancellation, in writing to **Your** Insurance Broker.

In the event of such a cancellation **You** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired **Period of Insurance**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

If **You** pay **Your** premium by instalments see also General Policy Condition 5 – Instalment Premiums.

Employer's Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

1. The policy number(s)
2. Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
3. **Periods of Insurance**
4. (if relevant) the employers' reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

Will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above-named information provided to **Us** will be processed by the **Us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Who We are

Your policy is arranged by Bspoke Commercial Limited and underwritten by a selection of insurance companies. These are listed below with their corresponding sections of cover.

Bspoke Commercial Limited arrange the policy:

Bspoke Commercial Limited Brookfield Court, Selby Road, Leeds, LS25 1NB

Bspoke Commercial Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Accelerant insurance Europe SA underwrite: Section A – Property Damage, Section B – Loss of Rent, Section C – Property Owners Liability, Section D – Employers' Liability and Section E – Terrorism.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Arc Legal Assistance Limited on behalf of AmTrust Europe Limited underwrite: Section F – Residential and Commercial Landlord's Legal Expenses
Arc Legal Assistance Ltd and AmTrust Europe Limited are authorised and regulated by the Financial Conduct Authority. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>

HSB Engineering Insurance Limited underwrite: Section G – Equipment Breakdown.

HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202738. The Registered Office of HSB Engineering Insurance Limited is Chancery Place, 50 Brown Street, Manchester, M2 2JT. Registered in England and Wales, number 2396114.

Compensation Arrangements

All sections other than F – Residential and Commercial Landlord’s Legal expenses and G – Equipment breakdown:

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

Sections F – Residential and Commercial Landlord’s Legal Expenses and G – Equipment Breakdown:

You may be entitled to compensation from the Financial Services Compensation Scheme if Arc Legal Assistance Limited or HSB Engineering Ltd are unable to meet their obligations to you under either of these sections

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

You can obtain more information about Compensation Scheme arrangements from the FSCS by:

Telephone: 0800 678 1100 or 020 7741 4100

Website: <http://www.fscs.org.uk>

Conditions Precedent

The following **Conditions Precedent** should be read in conjunction with other **Conditions Precedent** which may apply to a specific Section of the policy.

1. Compliance with Risk Improvements

It is a **Condition Precedent** to **Our** liability that all risk improvements or requirements following any survey of the **Premises** or the **Business** carried out by **Us** and confirmed by **You** to **Us** as having been completed, must continue to be complied with throughout the **Period of Insurance**.

2. Fire Extinguishing Appliances

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by fire that **You** maintain all fire extinguishing appliances on the **Premises**, so far as **Your** responsibility extends, in full working order in accordance with the manufacturer's instructions.

3. Protections

It is a **Condition Precedent** to **Our** liability that **You** will not vary or withdraw the protections at the **Premises** without **Our** prior written consent and that such protections will be maintained throughout the **Period of Insurance**.

4. Unoccupancy

It is a **Condition Precedent** to **Our** liability that whilst **Buildings** or part thereof insured by this policy are **Unoccupied** the following requirements are complied with:

- (a) gas, water and electricity supplies are kept disconnected and that all water apparatus is drained except as otherwise agreed by **Us** in writing (other than those supplies required to operate fire and security protection or for other essential services)
- (b) all external doors are kept securely locked
- (c) ground floor window openings are kept securely fastened and, if specified by **Us** in writing, boarded up in accordance with **Our** requirements
- (d) the **Buildings** are maintained and all yards and external areas immediately surrounding the **Buildings** are kept free of all fuel and waste materials
- (e) all letterboxes are sealed to prevent insertion of material. **You** must inspect the property at least weekly to check that the foregoing Conditions are observed. In the event of any breach of security of the **Buildings** or of malicious **Damage** or any evidence of unlawful entry or attempted entry to the **Buildings** **You** shall immediately:
 - (a) carry out the necessary work to satisfy the above requirements
 - (b) notify **Us**.

You must keep a record of these inspections and make this available for inspection by **Us** immediately upon request.

5. Felt Roof

Where any section of the roof consists of felt it is a **Condition Precedent** to **Our** liability in respect of any **Damage** directly or indirectly caused by storm, that the felt roof portion of the **Buildings** is inspected by a competent roofing contractor at least once every twelve months and that any defects found are repaired immediately.

In respect of **Damage** directly or indirectly attributed to any flat roof section of the **Buildings** the **Excess** for the insured event storm is increased to £2,500.

General Policy Conditions

The following Policy Conditions should be read in conjunction with other Conditions which may apply to a specific Section of the policy.

1. Alteration in Risk or Interest

This policy shall be avoided with effect from the date the event occurs if after the commencement of this insurance:

- (a) **Your** interest ceases, except by will or operation of law
- (b) the **Business** does any of the following:
 - (i) makes a composition or arrangement with creditors
 - (ii) has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - (iii) has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - (iv) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or has a provisional liquidator, receiver or receiver and manager duly appointed
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge unless agreed by **Us** in writing
- (c) there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury.

2. Designation

For the purpose of determining where necessary the item heading under which the property is insured **We** agree to accept the designation under which the property has been entered in **Your** books.

3. Discharge of Liability

We may at any time pay:

- (a) the Indemnity Limit
or
- (a) the Sum Insured
or
- (b) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with **Our** consent.

4. Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

5. Instalment Premiums

- (a) Where reference is made in this policy to the payment of premium this includes **You** having agreed to pay by instalments.
- (b) If **We** have agreed to accept payment of the first premium or any subsequent premium by instalment:
 - (i) this policy remains a contract for the **Period of Insurance**
 - (ii) if any instalment of premium is not received by **Us** on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable.
- (c) Should the full premium and service fee not be paid within 7 days of **Us** giving written notice of non-payment of an instalment, this policy shall be cancelled immediately on expiry of such notice.
- (d) Following such cancellations **We** shall return to **You** the balance of any instalment already paid after deduction of an appropriate charge for the Insurance cover to the date of cancellation except that if:
 - (i) a claim has been made under the policy for which **We** have made a payment, or which is still under consideration
 - (ii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**no refund of premiums shall be made and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one-off payment is not made to settle the outstanding amount **You** must continue with the instalment payments. Alternatively **We** may deduct any outstanding instalments from any claim payment that may be due to **You** or payable on **Your** behalf.

6. Interested Parties

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease, leasing or hire purchase agreements are automatically noted subject to **You** notifying **Us** as soon as is reasonably practicable.

7. Non-Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

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

- (i) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:

- a. **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
- b. **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
- c. **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

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

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

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

8. Notice of Buildings becoming Unoccupied / Occupied

You must give **Us** notice as soon as reasonably practicable when any **Building** or part thereof becomes **Unoccupied** or when an **Unoccupied Building** or part thereof is again occupied. If **We** accept the risk a suitable additional premium must be paid if required. **We** have the right to change the terms and Conditions of the policy and **You** must action any risk improvement measures that **We** may require.

General Policy Exclusions

The following Policy Exclusions should be read in conjunction with other Exclusions which may apply to a specific Section of the policy.

1. Date Recognition

This policy does not cover **Damage** or **Consequential Loss** of whatsoever nature and/or liability for damages attaching to **You** or any associated costs relating thereto, directly or indirectly caused by, contributed to, consisting of or arising from the **Failure** of any:

- (a) computer, **Data** processing equipment or media, microchip, integrated circuit or similar device
- (b) other equipment or system for processing, storing or retrieving **Data**
- (c) computer software, whether **Your** property or not and whether occurring before, during or after the year 2000 to:
 - (i) recognise correctly any date as its true calendar date
 - (ii) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than its true calendar date
 - (iii) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the **Loss of Data** or the inability to capture, save, retain or correctly to process such **Data** on or after any date.

Provided that such indemnity shall apply in respect of subsequent **Damage** which itself results from a **Defined Peril** to the extent insured and which is not otherwise excluded in any Section.

For the purpose of this Exclusion:

- (a) **Defined Peril** means fire, lightning, explosion, storm, flood, earthquake, or impact by any aircraft or aerial devices, vehicle or articles dropped from them or animals.
- (b) **Media** means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic **Data** processing equipment.

2. Electronic Risks

This policy does not cover any claim arising directly or indirectly from, or in connection with, or consisting of:

- (a) **Loss of Data** other than arising directly or indirectly from, or in connection with, or consisting of **Loss of Data**, which claim is not otherwise excluded and which results from a **Malicious Contingency** involving physical force and violence or a **Specified Contingency** where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section:
 - (i) Property Damage
 - (ii) Loss of Rent
- (b) any **Damage**, **Failure** or **Loss of Data** resulting directly or indirectly from, or in connection with **Virus or Similar Mechanism**, **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Other than any claim in respect of any subsequent **Damage** to property other than **Computer and Electronic Equipment** and **Data Storage Materials** which is not otherwise excluded and which results from a **Malicious Contingency** involving physical force and violence or a **Specified Contingency** where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent **Damage** to property is insured under that Section

- (i) Property Damage
- (ii) Loss of Rent

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

- (i) Section C – Property Owners Liability
- (ii) Section D - Employers' Liability
- (iii) Section E - Terrorism
- (iv) Section G - Equipment Breakdown

For the purpose of this Exclusion:

- a. **Computer and Electronic Equipment** means all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, **Data** processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing and/or similar devices, whether physically or remotely connected thereto.
- b. **Cyber Vandal** means the person or persons, whether identified or not, responsible for or involved with creating a **Virus or Similar Mechanism**, a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.
- c. **Data Storage Materials** means any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CR-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.
- d. **Denial of Service Attack** means any actions or instructions with the ability to **Damage**, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment**, **Data**, networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic between or amongst networks.
- e. **Malicious Contingency** means:
 - (i) riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances
 - (ii) malicious persons, other than thieves and **Cyber Vandals**
- f. **Specified Contingency** means fire; lightning; explosion; earthquake and/or subterranean fire; storm; flood; escape of water from any fixed tank, apparatus or pipe; and, impact by aircraft or other aerial devices, any vehicle or articles falling from them, or by animals.
- g. **Virus or Similar Mechanism** means 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 definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

3. Excluded Property

This policy does not cover any **Damage** or any **Consequential Loss** to any:

- (a) vehicles licenced for road use, including their contents or accessories, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - (b) property or structures in course of construction or erection and materials and supplies in connection with such property in course of construction or erection
 - (c) bonds, bills of exchange, deeds, promissory notes, cheques, securities, **Money** or stamps
 - (d) rare books
 - (e) medals, coins, furs, gold and silver articles, jewellery, precious metals, bullion, precious stones
 - (f) animals or growing crops
 - (g) land, piers, jetties, bridges, culverts or excavations
 - (h) explosives
 - (i) paintings, prints and works of art with an individual value exceeding £500
- unless specifically agreed and mentioned in this policy.

4. Northern Ireland

This policy does not cover loss or **Damage** to any property in Northern Ireland resulting from, caused by, happening through or in consequence of:

- (a) civil commotion
- (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

5. Radioactive Contamination

This policy does not cover any death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation
 - or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purposes for which they were intended.

However,

(1) in relation to the Employers' Liability Section, exception (2) (a) only applies when **You** under a contract or agreement have undertaken to

- (a) indemnify another party

or

- (b) assume the liability of another party.

(2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy

- (a) Section E – Terrorism.

6. Sonic Bangs

This policy does not cover and **Damage** or any **Consequential Loss** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

7. Terrorism

This policy does not cover any loss or **Damage** to any property or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above
- except as stated in the Special Provision – Terrorism below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 7(a) and/or 7(b) above regardless of any other contributory cause or event is not covered under this policy (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon You.

8. War and Similar Risks

The policy does not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) mutiny or military uprising, martial law

- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.
- However, exceptions (a) (b) and (c) do not apply to the following Sections, when insured by this policy
- (i) Section D – Employers' Liability
 - (ii) Section E - Terrorism

9. Excluded Occupants

There is no cover under this policy in respect of any Property Insured which is occupied by Local Authority or Council Support tenants where the tenancy agreement is between **You** and the Local Authority or Council or by asylum seekers.

Policy Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate Section or sub-Section. To help **You** identify these words in the policy **We** have printed them in **Bold Italics** throughout. Words denoting the singular include the plural and vice versa.

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the **Property Insured** the amount we will pay will be reduced in proportion to the amount of underinsurance.

Asbestos

Asbestos, asbestos fibres and any derivatives of asbestos.

Buildings

The Buildings at the **Premises** being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials including:

- (a) Landlord's fixtures and fittings (including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential **Premises**), fixed glass, fixed sanitaryware and walls, gates and fences around the Buildings or belonging to them
 - (b) Telephone, gas, water and electrical instruments, meters, piping, cabling and the like and their accessories around the Buildings or belonging to them including such property in adjoining yards or roadways or underground at the **Premises** and extending to the public mains
 - (c) Fuel tanks, water tanks, hoists, and their ancillary equipment, pipework and the like at the **Premises**
 - (d) Small outside Buildings, annexes, gangways, fire escapes, conveniences and other such ancillary structures at the **Premises**
 - (e) Roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas at the **Premises**
- all the property of **You** or for which **You** are legally responsible and used in connection with the **Business**.

Business

Activities connected with the Business specified in the **Schedule** conducted solely from the United Kingdom, the Isle of Man or the Channel Islands.

Condition Precedent

A Condition which must be complied with before **We** are to be liable for a claim.

Consequential Loss

Includes but is not limited to indirect and/or consequential, exemplary, incidental, punitive and special damages, wasted management time, loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

Contents

Fixtures & fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to **You** for which **You** are responsible up to an amount not exceeding £5,000 and Landlords' Contents in the common parts of the **Buildings** to which all tenants have access for an amount not exceeding £10,000, including:

- (a) The contents of fuel tanks at the **Premises**
- (b) Portable communal property in the open grounds of and used in connection with the **Buildings** at the **Premises**
- (c) **Money**, as defined herein for an amount not exceeding £1,000 in total
- (d) Deeds, documents, manuscripts and **Business** books, but only for the cost of the materials and clerical labour expended in reproducing such records
- (e) Computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £25,000 in total and so far as they are not otherwise insured:
- (f) personal effects of every description (other than motor vehicles) whilst at the **Premises**, for an amount not exceeding £500 for any one person in so far as not otherwise insured.

Damage/Damaged

Physical loss or destruction of or damage to the **Property Insured**.

Data

All information which is:

- (a) electronically stored
- (b) electronically represented
- (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.

Employee

Any of the following people working for **You** in connection with **Your Business**:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only sub-contractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**
- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any volunteer worker.

Excess(es)

The first amount(s) of each and every claim, as shown in **Your** policy or the **Schedule**, for which **You** are responsible after all other terms and Conditions have been applied.

Failure

Any partial or complete reduction in the:

- (a) performance
 - (b) availability
 - (c) functionality
 - (d) ability to recognise or process any date or time
- of any:
- (i) computer and electronic equipment
 - (ii) electronic means of communication
 - (iii) web site.

Injury

Bodily injury including death, illness, disease or nervous shock.

Insurer

- a) In respect of sections A to E, means Accelerant Insurance Europe SA.
- b) In respect of section F, means Arc Legal Assistance Limited underwritten by AmTrust Europe Limited
- c) In respect of section G, means HSB Engineering Insurance Limited.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of, or **Damage to, Data**, of whatsoever nature, in whole or in part, including, but not limited to, **Loss of Data** resulting from **Damage to Computer and Electronic Equipment or Data Storage Materials**, including while stored on Data Storage Materials.

Money

Cash (notes and coins), cheques, giro cheques, travellers cheques, postal or money orders, banker's drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales' vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens and VAT purchase invoices all pertaining to the **Business** and belonging to **You** or which are **Your** responsibility.

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**.

Premises

The **Buildings** and land inside the boundaries at the risk address shown in the **Schedule**.

Pollution and/or Contamination

- (a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is:

- (a) manufactured, sold, supplied, processed or treated
- (b) repaired, serviced or tested
- (c) installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer owned by **You** or in **Your** custody or control or that of any **Employee**.

Property Insured

Material property belonging to **You** or for which **You** are responsible, as shown and/or described in the **Schedule**.

Schedule

The document attaching to this policy that contains details of the **Insured**, the **Premises**, the Sections of cover, any **Excess(es)** and Endorsements that are operative.

Specified Peril

Fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil or heating installation, impact by any vehicle or animal and theft or attempted theft, and, where optional Extension -Subsidence Section - is insured, subsidence, ground heave or landslip.

Territorial Limits

- (a) the United Kingdom, the Isle of Man and the Channel Islands
- (b) elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in the territories set out in (a) above which do not involve manual labour or the supervision of manual labour other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

For the purposes of Section F: Residential and Commercial Landlord's Legal Expenses **Territorial Limits** shall mean only those territories listed in (a) above.

Terrorism (not applicable to Section F Residential & Commercial Landlord's Legal Expenses)

Any act or acts, including but not limited to

(a) the use of force or violence and/or the threat thereof
and /or

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

caused or occasioned by any person 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 ethnic purposes or reasons including the intention to influence or overthrow any government and/or to put the public, or any section of the public, in fear.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Unoccupied

Any **Building** or part thereof that is not occupied, tenanted or in active use.

We/Us/Our

Bspoke Commercial Limited acting on behalf of the **Insurer**.

You/Your/Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the **Schedule** as the Insured.

Section A - Property Damage

The Cover

What is covered

Damage to the **Property Insured** at the **Premises** occurring during the **Period of Insurance** as specified in the **Schedule**.

What is not covered

1. **Damage** caused by or consisting of
 - (a) Inherent or latent defect, gradual deterioration, wear and tear, frost, change in water table level, depreciation, faulty or defective design or materials.
 - (b) The bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only.
 - (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **We** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded.
 - (d) Faulty or defective workmanship by **You** or any of **Your Employees**.
 - (e) Acts of fraud or dishonesty by any partner, director or **Employee** of the **Business** but **We** will pay for such **Damage** not otherwise excluded which itself results from a **Specified Peril**.
 - (f) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould.
 - (g) Change in temperature, colour, flavour, texture or finish.
 - (h) Theft or attempted theft:
 - (i) which does not involve entry to or exit from a **Building** by forcible and violent means or hold-up by violence or threat of violence to **You** or any partner, director or **Employee** of the **Business** or any other person who has a legal right to be on the **Premises**
 - (ii) to property in the open or in open fronted **Buildings** or in **Buildings** not on permanent foundations
 - (iii) expedited or in any way brought about by **You** or any partner, director or **Employee** of the **Business**.
 - (i) Disappearance.
 - (j) Unexplained or inventory shortage.
 - (k) Misfiling, misplacing of information or clerical error.
 - (l) Subsidence, ground heave or landslip.
 - (m) Normal settlement or bedding down of new structures.
2. **Damage** caused by or consisting of:
 - (a) Operational error or omission by **You** or any of **Your Employees**
 - (b) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - (c) Mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
but **We** will pay for:
 - (i) Such **Damage** not otherwise excluded which itself results from a **Specified Peril**
 - (ii) Subsequent **Damage** which itself results from a cause not otherwise excluded.
3. **Damage** caused by **Pollution and/or Contamination** but **We** will pay for destruction or **Damage** to the **Property Insured** not otherwise excluded, caused by:
 - (i) **Pollution and/or Contamination** which itself results from a **Specified Peril**
 - (ii) Any **Specified Peril** which itself results from **Pollution and/or Contamination**

4. **Damage** to any **Building** or structure caused by its own collapse or cracking but **We** will pay for such **Damage** resulting from a **Specified Peril** in so far as it is not otherwise excluded.
5. **Damage** in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
6. **Damage** in respect of any **Building** or part of a **Building** that is **Unoccupied** for more than 30 consecutive days:
 - (a) caused by escape of water from any tank apparatus or pipe or fuel oil or heating installations
 - (b) escape of water from a fixed sprinkler installation, malicious persons, theft or attempted theft, freezing
 - (c) caused to glass or sanitary ware.
7. **Damage** to any **Property Insured**:
 - (a) caused by fire, resulting from its undergoing any process involving the application of heat
 - (b) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair but **We** will pay for such **Damage** if it is caused by fire or explosion and is not otherwise excluded.
8. **Damage** to:
 - (a) Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
 - (b) Property in transit
 - (c) Glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble, or other fragile or brittle objects
 - (d) Bonds or securities of any description but **We** will pay for such **Damage** caused by a **Specified Peril** in so far as it is not otherwise excluded.
9. **Damage** to:
 - (a) Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - (b) Property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
 - (c) Land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - (d) Livestock, growing crops or trees but **We** will pay for such property specifically described in the **Schedule** or in this Section.
10. **Damage** to any property which at the time of the happening of the **Damage** is insured by or would but for the existence of this Section be insured by any marine policy or policies but **We** will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
11. **Damage** to any property more specifically insured by **You** or on **Your** behalf.
12. **Consequential Loss** or **Damage** of any kind or description, except Alternative Residential Accommodation costs when such costs are insured by this Section.
13. The amount of any **Excess** specified in the **Schedule**.

What is covered

Subsidence (only operative if shown in the **Schedule**)

We will pay **You** for **Damage** to the **Property Insured** at the **Premises** specified in the **Schedule** caused by subsidence, ground heave or landslip.

Provided that **You** give **Us** immediate notice and in any event no later than 10.00am on **Our** next working day in the event of construction, demolition or excavation operations being commenced at the **Premises** or on any adjoining site. In such event **We** will have the right to vary or cancel the cover provided by this policy for **Damage** caused by subsidence, ground heave or landslip.

What is not covered

We will not pay **You** for:

- (a) **Damage:**
- (i) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - (ii) occurring whilst the **Buildings** or any part of the **Buildings** is in the course of erection, demolition, structural alteration or structural repair
 - (iii) caused by collapse, cracking, settlement or shrinking of **Buildings**
 - (iv) caused by defective design or inadequate construction or foundations or in respect of defective workmanship or use of faulty materials
 - (v) caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer
 - (vi) which originated before the start of this insurance
 - (vii) whilst the **Premises** are **Unoccupied**.
- (b) **Damage** to:
- (i) forecourts, yards, car parks, driveways, footpaths, swimming pools, terraces or patios
 - (ii) walls, gates, hedges or fences
unless:
 - a. such property is specifically insured by this Section, and
 - b. **Damage** also occurs to the **Building** to which such property applies and that **Building** is insured by this Section.
- (c) The amount of the Subsidence **Excess** specified in the **Schedule**.
-

Section Conditions

(Also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The sums insured under this Section are subject to **Average**, other than **Buildings** or **Contents** comprising of or within private dwellings.

2. Inflation Protection

We will adjust the sums insured under this Section in line with suitable indices of costs. The renewal premium will be based on the adjusted sums insured

3. Basis of Claim Settlement - Reinstatement (Day One Basis)

In the event of **Damage** to **Buildings** and/or **Contents** the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the reinstatement of the property lost, destroyed or **Damaged** subject to the following Conditions:

(a) Where the **Property Insured** is:

- (i) lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
- (ii) **Damaged**, **We** will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **We** will not pay more than **We** would have done if the property had been completely destroyed.

(b) The work of reinstatement:

- (i) may be carried out on another site and in a manner suitable to **Your** needs.
However, **Our** liability must not be increased.
- (ii) must begin and be carried out as quickly as possible.

(c) The first and annual premiums are based upon the Declared Value as stated in the **Schedule**.

Declared Value shall mean **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph (a) at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- (i) the additional cost of reinstatement to comply with:
 - a. Act of Parliament
 - b. Byelaws of any public authority
- (ii) professional fees
- (iii) debris removal costs.

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

(d) **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**.

If **You** fail to notify **Us** of the Declared Value at the start of any **Period of Insurance**, **We** will use the last Declared Value notified to **Us** for the following **Period of Insurance**.

(e) The following condition of **Average** will apply:

If the Declared Value at the time the **Damage** occurred is less than the amount necessary to replace the whole of the **Property Insured** at the start of the **Period of Insurance** **You** will be liable to bear a proportionate share of the loss.

(f) We will not pay **You** if **You**:

- (i) do not incur the cost of replacing, reinstating or repairing the **Property Insured**
- (ii) or someone acting on **Your** behalf, have insured the property under another policy which does not have a similar basis of reinstatement
- (iii) do not comply with any of the terms of this Condition.

(g) The maximum **We** will pay in respect of each separate item subject to this Condition is its Sum Insured. The Sum Insured applicable to each item to which this Condition applies is calculated by applying a 15% uplift to the Declared Value as stated in the **Schedule** (unless a different uplift is specified in the **Schedule**).

Section A also provides the following Cover Enhancements

1. Alterations Additions and Inadvertent Failure to Insure

We will pay **You** in respect of **Damage** to:

- (a) any newly built or newly acquired **Building** situated within the United Kingdom, the Isle of Man and the Channel Islands
- (b) alterations, additions and improvements to an insured **Building**, but not in respect of any appreciation in value where **You** have:
 - (i) an obligation to insure whether owned or leased by **You**, but which has been, inadvertently, left uninsured
 - (ii) agreed to insure with **Us** all **Buildings** owned by **You** or for which **You** are responsible to insure.

The most **We** will pay will not exceed:

- a. £250,000 for any one newly built or acquired property
- b. £250,000 or 20% of the existing **Buildings** sum insured, whichever is less, for alterations, additions or improvements to an insured **Building**.

Provided that **You**:

- i. advise **Us** in writing immediately **You** become aware of a **Building** inadvertently left uninsured
- ii. provide **Us** with details of alterations, additions, extensions or improvements to existing **Buildings** as soon as possible, but at least within six months
- iii. specifically insure such **Buildings**, alterations, additions, extensions or improvements with **Us**, from the date **Our** liability commenced
- iv. pay the appropriate premium due from the date **Our** liability commenced
- v. before inception of the cover and before the start of each **Period of Insurance** complete a full review of all properties to ensure that effective insurance is in force on each of them.

We will not pay **You** in respect of

- 1) any **Buildings** more specifically insured
- 2) any appreciation in value.

This Extension does not apply to **Unoccupied** properties.

2. Alternative Residential Accommodation

In respect of residential **Premises** **We** will pay **You** for the costs of reasonable:

- (a) alternative accommodation and temporary storage of residents' furniture
- (b) accommodation in kennels and/or catteries for residents' dogs and/or cats, if dogs and/or cats are not permitted in such residents' alternative accommodation

if, following **Damage**, the **Premises** are rendered unfit to live in, or access is denied, to the extent that such costs are not otherwise insured.

The most **We** will pay for any one occurrence is 20% of the sum insured applying to the **Premises** or to the parts of the **Premises** damaged.

3. Automatic Reinstatement of Sum Insured

We will automatically reinstate the sum insured upon notification of a claim to **Us** unless **We** give written notice to the contrary.

Provided that:

- (a) **You** pay the appropriate additional premium
- (b) **You** take immediate steps to carry out any amendments in the protections of the **Premises** that **We** may require.

4. Breakage or Collapse of Television & Radio Aerials

We will pay **You** in respect of **Damage** at the **Premises** caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

5. Changing Locks

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

- (a) the **Premises**
- (b) **Your** home
- (c) the home of any authorised **Employee** following theft or attempted theft

or
whilst in the custody of **You** or an **Employee** following theft involving violence or threat of violence to **You** or an **Employee**.

If the keys belong to a safe they must be

- (i) removed from the **Premises** overnight
- (ii) kept in a secure place away from the safe when **You** or an **Employee** occupies the **Premises**.

The most **We** will pay for any one occurrence is £5,000.

6. Clearing of Drains

We will pay **You** for the costs and expenses necessarily and reasonably incurred in cleaning, clearing or repairing drains, gutters or sewers at the **Premises** for which **You** are responsible following **Damage**.

The most **We** will pay for any one occurrence is £5,000.

7. Debris Removal

The sum insured for each item on **Buildings** and **Contents** includes costs and expenses **You** incur with **Our** consent for:

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

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

We will not pay **You** in respect of costs and expenses:

- (i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- (ii) arising from **Pollution and/or Contamination** of property not insured under this Section
- (iii) more specifically insured.

8. Emergency Services

We will pay **You** in respect of **Damage** to the **Premises** resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising **Damage**.

The most **We** will pay for any one occurrence is £25,000.

9. Public Authorities

Following **Damage** as insured under this Section, in respect of any item on **Buildings**, **We** will pay the additional cost of reinstating the **Property Insured** necessary to comply with any:

- (a) Act of Parliament
- (b) byelaws of any public authority.

We will not pay **You** in respect of:

- (i) costs incurred:
 - a. in respect of **Damage** not insured by this Section
 - b. where notice was served on **You** before the **Damage** occurred
 - c. where an existing requirement must be completed within a stipulated period
 - d. in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered **Damage**
- (ii) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property:

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

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

10. Fire and Security Equipment

We will pay **You** in respect of costs and expenses incurred in:

- (a) refilling, recharging or replacing any:
 - (i) portable fire extinguishing appliances
 - (ii) local fire suppression system
 - (iii) fixed fire suppression system
 - (iv) sprinkler installation
 - (v) sprinkler heads
- (b) re-setting fire and/or intruder alarms and/or closed-circuit television equipment following **Damage** insured by this Section.

The most **We** will pay for any one occurrence is £5,000.

You must maintain all such equipment in accordance with the manufacturer's instructions or **You** will lose **Your** right to indemnity or payment for that claim.

We will not pay **You** in respect of any costs and expenses recoverable from **Your** maintenance company or Fire and Rescue Service.

11. Fixed Glass

Following **Damage** to fixed glass **We** will pay **You** in respect of:

- (a) any necessary temporary boarding up of broken glass pending full replacement
- (b) removing and re-fixing window and door fittings and other obstacles to replacing broken glass and replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass
- (c) **Damage** to framework and to contents caused by broken glass.

We will not pay **You** for **Damage** existing prior to inception of this Policy.

12. Fly Tipping

We will pay for the reasonable costs of clearing and removing any property illegally deposited in or around the **Buildings** insured under this policy.

We will not pay **You** in respect of the first £1,000 of each and every loss at each of the **Premises**.

The most **We** will pay in any one **Period of Insurance** is £5,000.

13. Further Investigation Expenses

We will pay **You** where a portion of the **Building** has suffered **Damage** and there is a reasonable possibility of **Damage** having occurred to other portions of the same **Building**, which is not immediately apparent.

We will pay:

- (a) the reasonable costs incurred with **Our** prior agreement in establishing whether or not such **Damage** has occurred
- (b) costs incurred in establishing whether or not other **Buildings** insured under this Section have suffered such **Damage** but only if such **Buildings** are subsequently found to have suffered such **Damage** for which **We** are liable under the policy.

The most **We** will pay in respect of any one occurrence is £5,000.

14. Gardening Equipment

We will pay **You** in respect of **Damage** to gardening equipment owned by **You** and used in connection with the **Business** at the **Premises**.

The most **We** will pay for any one occurrence is £5,000.

15. Hire Agreement

If the **Property Insured** by this Section is the subject of hire agreements, **We** will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

16. Illegal Cultivation of Drugs

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

You will lose **Your** right to indemnity if **You**, or anyone acting on **Your** behalf, do not

- (a) carry out internal and external inspections of the **Buildings** at least every three months or as permitted under the tenancy agreement
 - (i) maintain a log of such inspections and retain that log for at least 24 months
 - (ii) carry out a six monthly management check of the inspections log
- (b) obtain and record written formal identification of any prospective tenant
- (c) obtain and retain a written employer's reference for any new tenant
- (d) obtain and record details of **Your** tenant's bank account and verify those details by receiving at least one payment from such account
- (e) advise **Your** tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in paragraphs (b), (c) and (d) above for all lettings that they arrange.

17. Insect Nests Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from the **Premises**.

We will not pay the cost of removing such nests that were already in the **Buildings** prior to the inception of the policy.

The most **We** will pay for any one occurrence is £500.

18. Legal Expenses for the Eviction of Squatters

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for **You** with **Our** prior written agreement in any civil action to evict anyone in the **Premises** who does not have **Your** permission to be there.

All legal proceedings will be dealt with by a Court or other body that **We** agree to within the United Kingdom, the Channel Islands or the Isle of Man.

We will not pay costs and expenses

- (a) for any dispute where the cause of the action arises within 90 days of the inception date of this Extension under this policy
- (b) for any dispute where the cause of the action involves **Your** tenant
- (c) for any dispute which is recoverable under Section C – Property Owners Liability – or the optional Residential Legal Expenses Section of this policy
- (d) more specifically insured elsewhere.

The most **We** will pay in any one **Period of Insurance** is £2,500.

19. Metered Services

We will pay **You** for charges for which **You** are responsible following **Damage** if water, electricity, gas, oil or other utility is accidentally discharged from a metered system providing service to the **Premises**.

We will not pay for such charges incurred in respect of any **Building** which is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period following the **Damage**, less the charge paid by **You** for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting supply consumption by **You**.

The most **We** will pay for any one occurrence is £5,000.

20. Non-invalidity

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

- (a) notify **Us** immediately **You** become aware of any such act, omission or alteration
- (b) pay any additional premium **We** require.

21. Professional Fees

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

We will not pay **You** in respect of fees:

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

22. Reinstatement of Data

We will pay **You** in respect of the necessary and reasonable costs of reinstating **Data** held on or used by or in connection with building management or control systems resulting from **Damage**.

The most **We** will pay for any one occurrence is £5,000.

You must:

- (a) store the original disks or media of all software or programs and any backups in a fire resistant safe or in a secure location away from the **Premises**.
- (b) maintain adequate backup copies by backing up
 - (i) the original disks or media or software or programs where that is allowable under the terms of the software licence
 - (ii) all data produced by the software or programs no less than once a day or any other period agreed by **Us**. The integrity of any **Data** backup must be validated using operator system routines or checks produced by the software supplier.

23. Reinstatement to Match

Where the **Property Insured** has suffered **Damage** **You** may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

The replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored is included.

Provided that **Our** total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

24. Seventy-Two Hours

Damage occurring within 72 consecutive hours of and arising from the **Specified Peril** of storm or flood is deemed to be one claim.

You have the right to select the moment from which the 72-hour period begins within the terms of this Section, provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

25. Temporary Removal

We will pay **You** in respect of **Damage** to the **Property Insured** while temporarily removed for

- (a) cleaning
- (b) renovation
- (c) repair

within the United Kingdom, the Isle of Man or the Channel Islands, including transit.

The most **We** will pay for any one occurrence is 15% of the sum insured.

26. Temporary Removal - Documents

Where deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, **We** will pay **You** for **Damage** to such items whilst temporarily removed to any address elsewhere than at the **Premises**, including whilst in transit within the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay **You** for such items more specifically insured elsewhere.

The most **We** will pay is:

- (a) £2,500 in respect of Computer Systems Records
- (b) 10% of the total value of such items.

27. Tenant Debris Removal

We will pay **You** in respect of costs necessarily and reasonably incurred following **Damage** at the **Premises** for the removal of contents debris including fixtures and fittings not **Your** property for the purpose of accelerating the reinstatement of the **Premises**.

We will not pay **You** where a more specific insurance policy is in force.

The most **We** will pay for any one occurrence is £5,000.

28. Theft of the Fabric of the Building

We will pay **You** for **Damage** to **Buildings** caused by theft or attempted theft provided that **You** are responsible for making good such **Damage**, but excluding **Damage** to:

- (a) **Buildings** which are **Unoccupied**
- (b) outbuildings, walls, gates and fences
- (c) roads, car parks, forecourts, patios, pavements, footpaths and similar hard surfaced areas at the **Premises**
- (d) telephone, gas water and electrical instruments, meters, piping and cabling pertaining thereto and the like including such property in adjoining yards or roadways or underground at the **Premises** and extending to the public mains
- (e) fuel tanks, water tanks, hoists and their ancillary equipment and pipework and the like.

The most **We** will pay for any one occurrence is £10,000.

29. Trace and Access

We will pay reasonable costs and expenses incurred with **Our** consent:

- (a) in locating the actual source of **Damage**, and
 - (b) any repairs directly arising from (a)
- caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **Damage** is insured by this Section.

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

The most **We** will pay in any one **Period of Insurance** is £25,000.

30. Transfer of Interest

If at the time of **Damage to Buildings** insured under this Section **You** have entered into a contract to sell **Your** interest in it, but:

- (a) the contract has not yet been completed
 - (b) the building has not yet been insured by or on behalf of the purchaser
- and the purchase is subsequently completed, **We** will pay the purchaser to the extent that this Section insures those **Buildings**. This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

31. Tree Felling and Lopping

We will pay **You** in respect of costs incurred by **You** with **Our** consent in removing or lopping trees which are an immediate threat to the safety of life or of **Damage to Buildings** insured under this Section.

We will pay for:

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

The most **We** will pay for any one occurrence is £5,000.

32. Unauthorised Use of Supplies

We will pay **You** in respect of the cost of water, gas electricity or other metered supply charges incurred by **You** and for which **You** are legally responsible due to unauthorised use by persons taking possession of, keeping possession of or occupying any **Premises** without **Your** written consent. Provided that **You** take all practicable steps to terminate such unauthorised use as soon as it is discovered.

We will not pay **You** for such charges incurred in respect of any **Building** which is **Unoccupied** or where the **Damage** remains undiscovered for 120 days or more.

The most **We** will pay for any one occurrence is £5,000.

33. Underground Services

Where **We** provide indemnity in respect of **Your Buildings**, or **You** are liable as tenant, **We** will pay **You** in respect of accidental damage to underground:

- (a) pipes
 - (b) cables
- which extend from the **Buildings** to the public mains.

We will not pay **You** in respect of:

- (i) the cost of maintenance
- (ii) accidental damage caused by:
 - a. gradual deterioration or wear and tear
 - b. corrosion, rust, rot or fungus
 - c. vermin or insects
 - d. atmospheric or climatic conditions
 - e. normal settlement or shrinkage
 - f. faulty workmanship, defective design or the use of defective materials.

The most **We** will pay for any one occurrence is £25,000.

34. Value Added Tax

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

- (a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the building following **Damage**
- (b) **We** have paid or have agreed to pay for such **Damage**.
- (c) if any payment by the **Insurers** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair, any payment under this Extension resulting from that **Damage** will be reduced in like proportion

- (d) **Your** liability for such tax does not arise from the replacement **Building** having greater floor area than or being better or more extensive than the destroyed or **Damaged Building**
- (e) where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site
- (f) **Our** liability under this Extension will not include amounts payable by **You** as penalties or interest for non payment or late payment of the tax.
- (g) **You** have taken all reasonable precautions to include **Your** VAT liability within the **Building** sums insured at the inception of this insurance and at each renewal date.

The following amendments are made to this Policy in respect of this Extension only:

- (i) for the purposes of any **Condition of Average**, rebuilding costs will be exclusive of VAT
- (ii) **Our** liability may exceed the Sum Insured where such excess is solely in respect of VAT.

35. Workmen

Repairs, general maintenance work or minor structural or other alterations may be carried out at the **Premises** without affecting the cover.

Section B - Loss of Rent

Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Extra Expenses

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Indemnity Period

The period during which the **Business** results are affected due to the **Damage**, starting from the date of the **Damage** and lasting no longer than the number of months shown as **the Indemnity Period** in the **Schedule**.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Records

Your books of account or other **Business** books or records.

Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in re-letting of the **Premises**, including legal fees or other charges incurred solely in consequence of such re-letting.

Rent

The money paid or payable to **You** in the course of **Your Business** from the letting of the **Premises**.

The Cover

What is covered

Loss of Rent resulting from **Damage** as insured by Section A – Property Damage - and where liability is admitted under a policy of insurance covering **Your** interest in such property.

The amount payable will be:

- (a) **Loss of Rent**
- (b) **Extra Expenses** **You** incur during the **Indemnity Period** due to the **Damage**
- (c) **Re-letting Costs**
- (d) Auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the **Indemnity Period** in respect of business charges or expenses payable out of **Rent** which reduce or stop due to the **Damage**.

If, at the time of the **Damage**, the Sum Insured for **Loss of Rent** is less than the **Rent** which would have been receivable during the twelve months from the date of the **Damage** (proportionately increased where **the Indemnity Period** exceeds twelve months), **You** will be responsible for the difference and bear a proportionate share of the loss.

The most **We** will pay is the sum insured stated in the **Schedule**.

What is not covered

We will not compensate **You** if:

- (a) **You**:
 - (i) agree a composition or arrangement with creditors
 - (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
 - (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
 - (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the **Business** duly appointed
 - (v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (b) **Your** interest ceases otherwise than by **Your** death

unless **We** issue written agreement stating otherwise

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Basis of Claims Settlement

We will calculate **Rent** as follows:

(a) For occupied **Premises** or occupied parts of **Premises**:

the amount of the **Rent** at commencement of the **Period of Insurance** plus increases as a result of rent reviews known to be due during such **Period of Insurance**, proportionately increased where the **Indemnity Period** exceeds twelve months.

(b) For **Premises** which are **Unoccupied** or **Unoccupied** parts of **Premises**:

a professional valuation, based upon leases expected to be signed or in course of negotiations and upon rent of similar premises in the same locality, estimating at the commencement of the **Period of Insurance** the amount of **Rent** to be payable during such **Period of Insurance** and subsequent **Periods of Insurance** when the **Indemnity Period** exceeds 12 months.

Where the **Rent** is subject to a review during the **Period of Insurance** the relevant sum insured will be automatically increased to reflect the revised **Rent** earned. **We** will not charge an additional premium for this increase in cover during the **Period of Insurance** provided **You** tell **Us**, prior to renewal, of the revised **Loss of Rent** sum insured to apply for the next **Period of Insurance**.

The most **We** will pay is 150% of the Sum Insured on **Loss of Rent** shown in the **Schedule**.

2. Current Cost Accounting

Any adjustment made for current cost accounting will be ignored.

3. Payments on Account

We will make payments on account during the **Indemnity Period** if **You** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

4. Value Added Tax (VAT)

All terms in this Section exclude VAT to the extent that **You** are accountable to the tax authorities for VAT.

Section B also provides the following Cover Enhancements

1. Alteration Additions and Inadvertent Failure to Insure

We will pay **You** for **Loss of Rent** in respect of:

- (a) any newly built or newly acquired **Building**
- (b) alterations, additions and improvements to an insured **Building**, but not in respect of any appreciation in value where **You** have:

- (i) an obligation to insure whether owned or leased by **You**, but which has been inadvertently left uninsured
- (ii) agreed to insure all **Buildings**, owned by **You** or for which **You** are responsible to insure, situated within the United Kingdom, the Isle of Man and the Channel Islands.

The most **We** will pay under this Extension is:

- a. £100,000 for **Loss of Rent** in respect of any one newly built or acquired property
- b. £100,000 or 20% of the existing **Loss of Rent** sum insured, whichever is less, in respect of alterations, additions or improvements to an insured **Building**.

Provided that:

- i. **You** advise us in writing immediately **You** become aware of a **Building** inadvertently left uninsured and pay the appropriate premium due from the date **Our** liability commenced
- ii. before inception of the cover and before the start of each **Period of Insurance** **You** must complete a full review of all properties to ensure that effective insurance is in force on each of them.

We will not pay **You** under this Extension in respect of:

- 1. any building more specifically insured
- 2. any appreciation in value
- 3. **Loss of Rent** following **Damage** to any **Buildings** that are **Unoccupied**.

2. Automatic Reinstatement of Sum Insured

We will automatically reinstate the sum insured upon notification of a claim to **Us** unless **We** give written notice to the contrary.

3. Denial of Access

We will pay for **Loss of Rent** resulting from **Damage** to property in the vicinity of the **Premises** by any cause included under Section A - Property Damage - which hinders or prevents access to the **Premises**.

4. Documents Temporarily Removed

We will pay for **Loss of Rent** incurred by **You** during the **Indemnity Period** as a result of interruption or interference with the **Business** caused by **Damage** to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to **You** or for which **You** are responsible within the United Kingdom, the Channel Islands or the Isle of Man, including whilst in transit.

The most **We** will pay in respect of any one claim and / or any one **Period of Insurance** is the sum insured on **Loss of Rent**.

5. Food Poisoning, Disease, Infestation, Defective Sanitation and Murder or Suicide

We will pay **You** in respect of **Loss of Rent** as insured under this Section resulting from the occurrence of:

- (a) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the **Premises**
- (b) a **Specified Disease** sustained by any person at the **Premises**
- (c) vermin or pests at the **Premises**
- (d) an accident which causes defects in the drains or other sanitary arrangements at the **Premises** where use of the **Premises** is restricted on the order or advice of the competent authority
- (e) murder or suicide at the **Premises**.

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease **You** have failed to fulfil the following condition, **You** will lose **Your** right to indemnity or payment for that claim.

At the **Premises** **You** must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

Provided that:

- (a) the **Indemnity Period** shall not exceed three months
- (b) the most **We** will pay for the total of all losses occurring during the **Period of Insurance** is the Sum Insured for **Loss of Rent** shown in the **Schedule** or £25,000, whichever is less.

For the purpose of this Extension only:

Specified Disease means any of the following diseases contracted by any person:

- (a) Acute encephalitis, Acute poliomyelitis, Anthrax, Botulism, Brucellosis, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever

- (b) Viral haemorrhagic fever caused by the following virus's Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus.

Indemnity Period means the period during which the results of the **Business** are affected in consequence of the incident beginning

- i. in the case of (a), (b) and (e) above, with the occurrence or discovery of the incident
- ii. in the case of (c) and (d) above, with the date from which the restrictions on the **Premises** are applied.

6. Loss of Attraction

We will pay for **Loss of Rent** following **Damage** to property in the vicinity of the **Premises** which results in diminished attraction to tenants and solely in consequence thereof an identifiable **Loss of Rent**.

Provided that:

- (a) the **Indemnity Period** shall not exceed three months
- (b) the most **We** will pay in respect of any one claim and / or any one **Period of Insurance** is 5% of the sum insured on **Loss of Rent**, or £250,000 whichever is less.

We will not pay **You** under this Extension in respect of **Damage** caused by obstruction of roads, streets and the like by weather or climatic conditions.

7. Managing Agents' Premises

We will pay for **Loss of Rent** following **Damage** to property belonging to **Your** managing agents used in connection with the **Business** at the premises of such managing agents within the United Kingdom, the Isle of Man or Channel Islands.

The most **We** will pay in respect of any one claim and / or any one **Period of Insurance** is 10% of the sum insured for **Loss of Rent** or £500,000 whichever is less.

8. Supply Undertakings

We will pay for **Loss of Rent** occurring during the **Period of Insurance** and within the United Kingdom, the Isle of Man or the Channel Islands following **Damage** at any:

- (a) generating station or sub-station of the electricity supply undertaking
 - (b) land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
 - (c) waterworks or pumping station of the water supply undertaking
 - (d) land based premises of the telecommunications undertaking
- from which **You** obtain electricity, gas, water or telecommunications services.

The most **We** will pay in respect of any one claim and / or any one **Period of Insurance** is the Sum Insured on **Loss of Rent**.

We will not pay **You** in respect of:

- (i) accidental failure which lasts less than 30 minutes
 - (ii) the deliberate act of any supply authority
 - (iii) the exercise of any supply authority power to withdraw or restrict supply
 - (iv) industrial action
 - (v) drought.
-

Section C - Property Owners' Liability

Definitions

(also refer to the Policy Definitions)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) costs and expenses incurred with **Our** written consent
- (c) any claimant's legal costs for which **You** are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Indemnity Limit

The maximum amount, stated in the **Schedule**, which **We** will pay in respect of any or all claims arising out of one cause. In respect of **Pollution and/or Contamination** the Indemnity Limit will apply to all claims occurring in any one **Period of Insurance**.

Personal Injury

- (a) **Injury**
- (b) Wrongful
 - (i) arrest, detention or imprisonment
 - (ii) eviction
 - (iii) accusation of shoplifting.

Property

Material property.

The Cover

What is covered

Your legal liability to pay:

- (a) **Compensation**
- (b) **Costs and Expenses**

as a result of accidental:

- (i) **Personal Injury**
- (ii) **Damage to Property**
- (iii) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

The most **We** will pay is the **Indemnity Limit** shown in the **Schedule** and **Costs and Expenses**.

However, in respect of any claim brought in:

- (a) the United States of America or any territory within its jurisdiction
 - (b) Canada
- the maximum **We** will pay, inclusive of **Costs and Expenses**, is the **Limit of Indemnity**.

What is not covered

1. Your legal liability as a result of:

- (a) **Personal Injury** to an **Employee**.
- (b) the ownership, possession or use by **You** or on **Your** behalf or by any person entitled to indemnity under this Section of any:
 - (i) aircraft, aerial device or hovercraft
 - (ii) watercraft exceeding 8 metres in length, railways, railway locomotives or carriages
 - (iii) motor vehicle, trailer or plant:
 - a. in circumstances to which road traffic legislation applies other than where described in the Motor Contingent Liability Extension
 - b. where a more specific insurance is in force.
 - (iv) pressure vessel, lifting apparatus or other item of plant owned by **You** or the maintenance for which **You** are responsible which has not been inspected to the extent required and approved by statutory regulations
 - (v) firearms.
- (c) **Damage to Property**:
 - (i) which **You** own or is loaned, leased, hired or rented to **You**
 - (ii) which is held in trust or in the custody or control of:
 - a. **You**

- b. any **Employee**
 - c. any other party who is carrying out work on **Your** behalf
- (iii) being worked upon where the **Damage** is as a direct result of the work undertaken other than in the circumstances described in the Hired, Leased or Rented Premises or the Personal Belongings Extensions.
- (d) advice, certification, consultancy, design, formula, inspection, specification or testing provided separately by **You** or on **Your** behalf for a fee or under a separate contract.
- (e) any **Products Supplied**.
- (f) advice, design or specification provided by **You** or on **Your** behalf for a fee.
- (g) any treatment given or administered by **You** or any of **Your Employees**, or the failure to give advice or treatment or any lack of professional duty or skill.
- (h) **Pollution and/or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution and/or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- (i) work in or on, or travel to, from or within, any offshore
 - (i) accommodation, exploration, drilling or production rig or platform
 - (ii) support vessel
- (j) the disposal of assets other than furniture and office equipment previously used in the course of the **Business**.
- (k) manual work undertaken away from the **Premises** by **You** or any of **Your Employees**, other than collection or delivery.
- (l) **Damage** to any **Property**:
 - (i) comprising or to be incorporated in the contract works in respect of any contract undertaken by **You**
 - (ii) against which **You** are required to effect insurance under the terms of Clause 21.2.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of the same type.
- (m)
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (n)
 - (i) exposure to
 - (ii) inhalation of
 - (iii) fears of the consequences of exposure to or the inhalation of

- (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**.
 - (o) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, **Failure** or **Loss of Data** resulting directly or indirectly from or in connection with
 - (i) **Virus or Similar Mechanism**
 - (ii) **Denial of Service Attack**
 - (iii) unauthorised access to or use of **Computer and Electronic Equipment**.
 However, **We** will not exclude any liability in respect of any ensuing accidental **Bodily Injury** or accidental **Damage to Property** which is not otherwise excluded.
2. In respect of **Damage to Property**, the **Excess** shown in the **Schedule**.

Section C also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee** with **Your** prior consent, for **You** or any director or **Employee**.

2. Consumer Protection Act 1987 - Legal Defence Costs

We will pay **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Consumer Protection Act 1987 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man and the Channel Islands.

3. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will pay **You** in respect of:

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

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

We will not provide indemnity:

- (i) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (ii) in respect of proceedings which:
 - a. result from any deliberate act or omission by **You**
 - b. relate to any **Employee**
- (iii) in respect of any:
 - a. fines
 - b. remedial or publicity orders or any steps required to be taken by such orders
- (iv) where indemnity is provided by another insurance policy.

4. Costs of Court Attendance

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

The most **We** will pay is:

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

5. Cross Liabilities

We will pay each party:

- (a) named as the Insured in the **Schedule**
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

6. Data Protection

We will compensate **You** in respect of:

- (a) legal fees and defence costs
- (b) legal liability for **Compensation** to an individual:
 - (i) the subject of personal data **You** hold
and
 - (ii) who suffers material or non-material damage caused by:
 - a. inaccuracy of data
 - b. loss of the data
 - c. unauthorised destruction or disclosure of the data

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

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

We will not provide indemnity in respect of:

- (a)
 - (i) Personal Injury other than as provided by this Enhancement
 - (ii) Damage to Property
 - (iii) Fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
 - (iv) Libel, slander or defamation
- (b) Consequential losses
- (c) Liability:
 - (i) As a result of **You** having authorised the destruction or disclosure of the data
 - (ii) Which could reasonable have been expected to arise as a result of any other deliberate act or omission by **You** or any Employee
- (d) Any fine or statutory payment
- (e) Liability which arises solely by reason of the terms of any agreement
- (f) Liability in respect of liquidated damages or under any penalty clause
- (g) Legal costs or expenses or financial losses in respect of any order
 - (i) For rectification or erasure of data
 - (ii) Requiring that data to be supplemented by any other statements
- (h) Proceedings relating to Compensation for any Employee if the Employers' Liability section of this policy is not in force.

7. Defective Premises

We will pay **You** in respect of liability arising under:

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

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

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

8. Food Safety Act - Legal Defence Costs

We will pay **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Food Safety Act 1990 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for:

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man or the Channel Islands.

9. Health and Safety Legislation - Legal Defence Costs

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

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

We will not pay **You**:

- (i) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands.
- (ii) in respect of:
 - a. a. fines or penalties of any kind
 - b. b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - c. c. proceedings relating to the health, safety or welfare of any **Employee**.
- (iii) where indemnity is provided by another insurance policy.

10. Hired, Leased or Rented Premises

We will pay **You** in respect of **Your** legal liability as a result of accidental **Damage** to premises (including fixtures and fittings) within the United Kingdom, the Isle of Man and the Channel Islands which **You** hire, rent or occupy in connection with the **Business**.

We will not pay **You** in respect of:

- (a) liability imposed on **You** solely by reason of the terms of the hiring or renting agreement
- (b) legal liability as a result of **Damage** against which the hiring or renting agreement specifies that insurance is taken out by **You** or on **Your** behalf.

11. Indemnity to Other Persons

We will pay:

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

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

12. Motor Contingent Liability

We will pay **You** in respect of **Your** legal liability as a result of accidental:

- (a) **Personal Injury**
- (b) **Damage** to property arising out of the use:
 - (i) in the United Kingdom, the Isle of Man and the Channel Islands and
 - (ii) in connection with the **Business**

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

We will not pay **You**:

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

13. Overseas Personal Liability

We will pay:

- (a) **You**
- (b) And at **Your** request any director, partner or **Employee** while temporarily outside the United Kingdom, the Isle of Man and the Channel Islands in connection with the **Business** in respect of legal liability as a result of accidental:

- (i) **Personal Injury**
- (ii) **Damage to Property**

incurred in a personal capacity.

We will also pay any accompanying spouse or children.

Where the **Policyholder** is an individual the indemnity will also apply within the United Kingdom, the Isle of Man and the Channel Islands.

We will not provide indemnity:

- a. where liability arises from:
 - i. any agreement unless liability would have existed otherwise
 - ii. ownership or occupation of land or **Buildings**
 - iii. the carrying on of any trade or profession
 - iv. ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- b. where indemnity is provided by another insurance policy.

14. Personal Belongings

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

We will not pay **You** where this **Property** is:

- (a) stored for a fee or other consideration
- (b) in **Your** custody or control for the purposes of being worked on.

15. Wrongful Arrest

We will pay **You** in respect of all sums which **You** shall become legally liable to pay in respect of damages, **Costs and Expenses** awarded against **You** as a result of charges of wrongful arrest or malicious prosecution being made against **You** arising out of any allegation of shoplifting or other improper conduct at the **Premises** by any customer or customers or other person or persons (other than an **Employee**) during the **Period of Insurance**.

The most **We** will pay in any one **Period of Insurance** is £25,000.

Section D – Employers’ Liability

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the *Policy Definitions*)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Compensation

Damages, including interest.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any Coroner’s Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty
 - (b) costs and expenses incurred with **Our** written consent
 - (c) any claimant’s legal costs for which **You** are legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

Indemnity Limit

The maximum amount, stated in the *Schedule*, which **We** will pay in respect of any or all claims arising out of one cause.

The Cover

What is covered

Your legal liability to pay:

- (a) **Compensation** to any **Employee**
- (b) **Costs and Expenses**

as a result of **Injury** caused in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

The most **We** will pay is the **Indemnity Limit** shown in the *Schedule*.

What is not covered

Any liability:

- (a) as a result of work in or on or travel to, from or within any offshore
 - (i) accommodation, exploration, drilling or production rig or platform
 - (ii) support vessel
- (b) for which compulsory insurance or security is required under either:
 - (i) the Road Traffic Act 1988, or
 - (ii) the Road Traffic (Northern Ireland) Order 1981 or any amending or subsequent legislation.
- (c) for:
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

Section Conditions

(also refer to the *General Policy Conditions*)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information.

You shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

2. Our Right of Recovery

The indemnity granted under this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in the United Kingdom, the Isle of Man or the Channel Islands. However, **You** will repay us all sums **We** would not have been liable to pay but for the provisions of such law.

Section D also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes:

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

We will pay **You** in respect of:

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

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

We will not provide indemnity:

- (a) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (b) in respect of proceedings which:
 - (i) result from any deliberate act or omission by **You**
 - (ii) relate to any person other than an **Employee**
- (c) in respect of any:
 - (i) fines
 - (ii) remedial or publicity orders or any steps required to be taken by such orders
- (d) where indemnity is provided by another insurance policy.

3. Costs of Court Attendance

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

The most **We** will pay is:

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

4. Cross Liabilities

We will pay each party:

- (a) named as the **Insured** in the **Schedule**
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the **Indemnity Limit** regardless of the number of parties claiming to be indemnified.

5. Health and Safety Legislation - Legal Defence Costs

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

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee**

arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay **You**:

- (i) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands
- (ii) in respect of:
 - a. fines or penalties of any kind
 - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - c. proceedings relating to the health, safety or welfare of any person who is not an **Employee**
- (iii) where indemnity is provided by another insurance policy.

6. Indemnity to Other Persons

We will pay:

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

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

7. Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury**:

- (a) in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits** and
- (b) caused by the negligence of another working partner, proprietor or **Employee**.

8. Unsatisfied Court Judgements

If any **Employee** or their personal representatives obtains a judgement for damages for **Injury** against any company or individual operating from premises within the United Kingdom, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months **We** will pay to the **Employee** or their personal representatives, at **Your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- (a) the **Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of his employment in **Your Business**
- (b) there is no appeal outstanding
- (c) if any payment is made under this Extension the **Employee** or his or her personal representatives shall assign the judgement to **Us**.

Section E - Terrorism

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Act of Terrorism

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

Computer System

Means a computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Covered Loss

Means all losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an **Act of Terrorism**.

Damage

Means loss destruction or damage

Data

Means 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, file interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Means 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**.

Event

Means all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same Act of Terrorism and you may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to you as a result of the Act of Terrorism in question; and an Event shall be taken to arise when which such 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the contract of insurance concerned.

Excess

The amount(s) specified in this Section and the **Schedule** which **We** will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any **Average** condition.

Hacking

Means unauthorised access to any **Computer System**, whether **Your** property or not.

Heads of Cover

Means any of the following types of cover:

- a) Buildings and Completed Structures
- b) Other property (including contents, engineering, contractors and computers)
- c) Business Interruption
- d) Book Debts

Provided always that each Head of Cover shall be deemed to be a separate Head of Cover whether the item insured is insured under separate policies, under separate terms of a policy or under separate sections of combined or package policies

Nuclear Installation

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

- a) the production or use of atomic energy;
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

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

Phishing

Means any access or attempted access to **Data** made by means of misrepresentation or deception.

Private Individual

Means any person other than

- a beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust
- a person who owns or is otherwise insured in respect of Residential Property for their business as a sole trader
- a person who owns or is otherwise insured in respect of Residential Property of which in excess of 20% is commercially occupied

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a block of flats and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the property is located in premises owned by any such person the property insured shall be deemed to be insured in the name of a Private Individual.

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

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
 - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - (b) not insured in the name of an individual
- (2) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

Residential Property

Means private dwelling houses and flats (including household contents and personal effects as insured).

Territory

Means England, Wales, and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland.

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

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 definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Cover

In consideration of the payment of the Terrorism Premium for the relevant Period of Insurance the insurance by this Policy is extended (subject to the Exclusions below) to include

- a) all losses under any of the Heads of Cover as a result of damage or destruction of the Property in the Territory, the proximate cause of which is an Act of Terrorism.

As insured by this Policy in the Territories stated below

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

- in all the total sum insured
- for any item its sum insured or any other stated limit of liability in the Schedule or elsewhere in the Policy

whichever is the less

Subject always to the Limits applying to Terrorism insurance shown against the Territories stated below after application of all insurance provisions including any excess

Territory	Limit of Liability
England, Wales, and Scotland	As specified in policy
Elsewhere in the world	Not insured

Exclusions

The insurance by this Section is not subject to any of the Exclusions of this Policy, except the following:

This terrorism Insurance does not cover

- a) any loss whatsoever directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
- b) any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;
- 1) damage to or the destruction of any **Computer System** or
 - 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**.

Proviso to Exclusion b)

save that Covered Loss otherwise falling within this Exclusion b) will not be treated as excluded by Exclusion b) solely to the extent that such Covered Loss:

- (i) results directly (or, solely as regards (ii) (c) below, indirectly) 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 vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- (ii) comprises;
 - (a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by you; or
 - (b) the amount of business interruption loss suffered directly by you by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured by you or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by you by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by you to which access is affected; or
 - (c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any

additional costs or charges reasonably and necessarily paid by the you to avoid or diminish such loss; and

- (iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
 - (iv) The meaning of "Property" for the purposes of this Proviso shall (additionally to those exclusions in the definition of "Property" below and anywhere else) exclude:
 - (a) any money (including "Money" as defined in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
 - (b) any **Data**.
 - (v) Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph (ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph (i) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (i) and (ii) above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.
 - (vi) For the avoidance of doubt, the burden of proof shall be on you to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.
- c) Damage or consequential loss arising from such Damage to any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**, but this Exclusion shall not exclude loss arising from **Damage** to other types of property arising from an Act of Terrorism occurring at the site of a **Nuclear Installation** or **Nuclear Reactor**.
- d) any Residential Property insured in the name of a Private Individual

Special Conditions Applicable to Terrorism Insurance

1. We will not indemnify you unless and until
 - a) **HM Treasury** has certified that an event or events have been an **Act of Terrorism**; or
 - b) a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement
between Pool Reinsurance Company Ltd and **HM Treasury** has determined that an event or events have been an **Act of Terrorism**
2. Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance shall not apply to Terrorism insurance
3. Any long-term agreement or undertaking applying to this Policy shall not apply to Terrorism insurance.

Section Conditions (also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in this Section.

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

(a) claim(s) made under this Section for which We have made a payment or which are still under consideration

(b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance. If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

(2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies

(3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all

(a) such property and/or premises and

(b) such Business Interruption and Book Debts unless We agree otherwise in writing

Section F - Residential and Commercial Landlord's Legal Expenses

(Only operative if specified in the *Schedule*)

Please read this important notice concerning the operation of this Section of the policy. Failure to comply with these terms could mean that **We** decline to pay **Your** claim.

Important information relating to this Section of the policy

This Section is an optional extension in cover to the Bspoke Commercial Limited Policy Wording and it is underwritten independently of the main Bspoke Commercial Policy to which this Residential Legal Expenses Section is attached and is only operative if indicated in the main Bspoke Commercial Policy *Schedule*.

All potential claims must initially be reported to **Our** Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal and emergency assistance issues and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for taxation issues. A legal and taxation advice service is also provided as below.

Legal Claims Notification & Advice Helpline Service

01384 887585

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

You also have access on an unrestricted basis to a taxation advice helpline which operates between the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays and an emergency assistance helpline service which operates 24 hours a day, 365 days a year.

Landlord Legal Helpline

01384 887580

Tax Advice Helpline Service

01384 885744

This Helpline Service is only in respect of taxation issues and cannot assist with any other insurance matter.

Tax Advice Claims Notification Service

01384 377000

Commercial Emergency Service

01384 884109

This Service is in respect of Emergency Assistance only and cannot assist with any other matter.

Any services utilised via this facility are the responsibility of, and must be paid for by, You.

If **You** wish to make a claim or **You** have a query relating to the cover under this Section then **You** should contact:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE

This Section is written on a 'Claims Made' basis. It only covers claims notified to **Us** within 90 days of any circumstance which may give rise to any claim. **You** must have obtained and be able to produce a satisfactory **Tenant** Reference on each **Tenant** prior to granting a tenancy. Failure to do so could lead **Us** to decline that claim.

This is a Section where **You** must notify **Us** during the **Period of Insurance** and within 90 days of any circumstances which may give rise to any claim under this Section.

If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for **Professional Fees** to be paid **We** will:-

- (a) take over the claim on **Your** behalf.
- (b) appoint a specialist of **Our** choice to act on **Your** behalf.

We may limit the **Professional Fees** that **We** will pay under the Section where:

- (a) **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained, or
- (b) the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim, or
- (c) there are insufficient prospects of obtaining recovery of any sums claimed.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this Section.

• If **Legal Proceedings** have been agreed by **Us**, **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own solicitor **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).

• At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.

Please note that if **You** engage the services of anyone prior to making contact with the Helpline or Notification Service and incur any costs without **Our** prior written approval these costs will not be covered by this insurance

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this Section.

Authorised Professional

A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this Section to represent **Your** or an **Insured Person's** interests.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

Insured Person

The **Policyholder** who rents the **Property** to the **Tenant** and is named in the **Tenancy Agreement**.

Insurers

This insurance is arranged by Bspoke Commercial Limited, administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Sum Insured

The sums specified in the **Schedule** being the maximum **We** will pay including Insured **Events** related by time or cause.

Period of Insurance

The Period of Insurance shown in the **Schedule**.

Policyholder, You, Your

The person or company who has paid the premium and is named in the **Schedule** as the Policyholder.

Professional Fees

Legal fees and costs reasonably and properly incurred by the **Authorised Professional**, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from an Insured **Event**. Professional Fees will include VAT where it cannot be recovered.

Property

The property or properties' details of which are lodged with the Coverholder and which are occupied for residential purposes only.

Rent

The monthly amount payable by the **Tenant** to the **Insured Person** as set out in the **Tenancy Agreement** and shown in the **Schedule**.

Rent Arrears

Money owed to **You** by an accepted **Tenant** under a **Tenancy Agreement** (less the Deposit or the balance of the Deposit following sight of accounted receipts relating to dilapidations caused to the **Property** by the **Tenant**).

Schedule

The document which shows details of **You** and this insurance and is attached to and forms part of this Section.

Standard Professional Fees

The level of **Professional Fees** that would normally be incurred by **Us** in using a nominated **Authorised Professional** of **Our** choice.

Tenancy Agreement

- (a) A Tenancy Agreement in writing made between **You** and the **Tenant** which is an assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Tenancy Agreement in which the **Tenant** is a limited company. In Northern Ireland the Agreement between **You** and the **Tenant** to let the Property must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a Tenancy Agreement in which the **Tenant** is a limited company or a Tenancy Agreement or Lease of a commercial premises or
- (b) Any other residential tenancy.

Territorial Limits

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

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

Tenant(s)

The individual(s) or company entitled to the tenancy of the **Property**.

Time of Occurrence

Civil Cases - when the **Event** occurred or commenced whichever is the earlier.

We, Us, Our

Bspoke Commercial Limited on behalf of Arc Legal Assistance Ltd and AmTrust Europe Limited.

The Cover

We will pay **You**, and where requested by **You**, any other **Insured Person** up to the **Sum Insured** subject to the terms, conditions and exclusions of this Section, against **Professional Fees** arising from an Insured **Event** within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** and within 90 days of the **Time of Occurrence** of the **Event**.

What is covered**What is not covered****1. Breach of Tenancy Agreement**

A breach by the **Tenant** of any of his obligations under the **Tenancy Agreement**.

Any claim where the **Tenant** has behaved anti-socially.

2. Pursuit of Rent Arrears

The pursuit of **Rent Arrears** which commenced during the **Period of Insurance**.

Professional Fees incurred in connection with:

- (a) interest on **Rent** or service charges payable by the **Tenant**.
- (b) any **Rent** payable after **You** shall have recovered full and vacant possession.
- (c) where the amount in dispute is less than £250 including VAT.

any claim where the amount in dispute is less than £1000.

3. Eviction

The eviction of anyone in the **Property** without **Your** permission.

4. Legal Defence

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **You** arising out of **Your** ownership or management of the **Property**.

5. Property Damage

The pursuit of **Your** legal rights as a consequence of physical damage being caused to **Your Property** by another party.

6. Hotel Expenses & Storage Costs

The payment of:

- (a) hotel costs up to £150 per day for a maximum of 30 days
- (b) storage costs up to £10 per day for a maximum of 28 days where these are necessary as a consequence of **You** being unable to gain vacant possession of **Your Property** at the time of the termination of the **Tenancy Agreement** and it was **Your** intention to move into the **Property**.

Section Exclusions

(also refer to the General Policy Exclusions)

The following Exclusions apply to this Section and shall keep the same meaning wherever they appear in the Section.

This Section does not cover:-

1. **Professional Fees** incurred:
 - (a) in respect of any **Event** where the cause of action commenced prior to the commencement of the insurance.
 - (b) where the **Insured Person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - (c) before **Our** written acceptance of a claim.
 - (d) before **Our** approval or beyond those for which **We** have given **Our** approval.
 - (e) where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**.
 - (f) where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case.
 - (g) if **You** withdraw instructions from the **Authorised Professional** or withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**.
 - (h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility.
 - (i) in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice.
2. the pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. damages, fines, compensation or other penalties **You** are ordered to pay by a Court tribunal or arbitrator.
4. claims arising from an **Event** arising from **Your** deliberate act, omission or misrepresentation.
6. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or those of the **Authorised Professional**.
7. a dispute with **Us** not dealt with under the Arbitration Condition.
8. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have a reasonable chance of success.
9. **Legal Proceedings** outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
10. any **Professional Fees** incurred arising out of **Rent** registration or reviews, purchasing the freehold of the **Property, Rent** tribunals, land tribunals or rate tribunals unless defending action brought against **You** by the **Tenant**.
11. any **Professional Fees** relating to **Your** alleged dishonesty, criminal act, or violent behaviour.
12. an **Event** which **You** notify to **Us** more than 30 days after it occurred or ought to reasonably have come to **Your** knowledge.
13. dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to **Property** situated in England, Wales or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff Court or damage or loss of fixtures and fittings, furniture or equipment not referred to in an existing inventory signed by the **Tenant** prior to or at the commencement of the **Tenancy Agreement**.
14. an application for judicial review.
15. the **Tenancy Agreement** having been granted without first obtaining the requisite consent or licence.
16. payment or non payment of service charges.
17. subsidence, mining, actual or proposed works by public or local authority.
18. disputes between the **Insured Person** and their mortgage lender.
19. disputes where the **Tenant** is not aged 18 years or over.
20. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases.
21. any direct or indirect liability, loss or damage caused:
 - (i) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - (ii) by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
22. any claim or expense of any kind caused directly or indirectly by:
 - (i) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
23. any loss or damage caused by any sort of war, invasion or revolution
24. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
25. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Acts of Parliament

Any reference to an Act of Parliament within this Section shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the United Kingdom.

2. Arbitration

If there is a dispute between **You** and **Us**, which is not solved by the Section, either side may refer it to the Arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The Arbitration will be governed by the rules set out in the Arbitration Acts then in force.

3. Claims

You must tell **Us** in writing within 90 days about any matter which could result in a claim being made under this Section, and must obtain in writing **Our** consent to incur **Professional Fees**.

We will give such consent if **You** can satisfy **Us** that there are sufficient Prospects of Success in pursuing or defending **Your** claim and that it is reasonable for **Professional Fees** to be paid and **You** have paid the Excess.

We may require **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or **Legal Proceedings**. If **We** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

- (a) **Your** Prospects of Success are insufficient
- (b) it would be better for **You** to take a different course of action
- (c) **We** cannot agree to the claim

We will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

We may limit any **Professional Fees** that **We** will pay under the Section in the pursuit, continued pursuit or defence of any claim:

- (a) if **We** consider it is unlikely a reasonable settlement will be obtained; or
- (b) where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- (c) where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this Section.

In the event that **You** make a claim under this Section which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the **Insurer**.

4. Conduct of Claim

- (a) **You** shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense.
- (b) **We** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into Court made with a view to settlement.
- (c) **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any court, witness, expert or agent or other person without **Our** agreement.

5. Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

6. Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

A copy of this **Insurer's** privacy policy is available to view at:

<https://www.amtrustinternational.com/legal/privacy-cookies/>

7. Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **You** will not be entitled to any refund or premium or benefit under the policy. **We** may also take legal action against **You** and inform the appropriate authorities.

8. Helpline Service

The Legal Helpline Service provides advice on any problem affecting the **Policyholder**. All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support. Legal Claims Notification & Advice Helpline Service: 01384 887585

We will not accept responsibility if the Helpline Services fail for reasons beyond **Our** control.

9. Law

This Section shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

10. Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

11. Observance

Our liability to make any payment under this Section will be conditional on **You** complying with the terms and conditions of this insurance.

12. Reasonable Care

You must not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting the **Property**.

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**. This includes ensuring that it is reasonable to grant a **Tenancy Agreement** to the **Tenant**.

You must act promptly to gain vacant possession of the **Property** and recover **Rent Arrears**.

13. Rent Arrears

(a) If **Rent** is overdue **You** must contact the **Tenant** within 7 days to establish the reason for the default.

(b) If the **Rent** is not paid within a further 7 days the **Tenant** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so, **You** must serve notice of a requirement to undertake an inspection and visit the **Property** in accordance with **Your** obligations within the **Tenancy Agreement**. **You** should contact the Claims Helpline Service if **You** are unsure that such an inspection is lawful.

14. Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Section Conditions.

When **You** have elected to use **Your** own nominated **Authorised Professional You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

15. Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

16. Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance contact Arc Legal Assistance Ltd.



Write to **Us** at: -

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE



Email **Us** at: -

customerservice@arclegal.co.uk



Call **Us** on: -

01206 615000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Authorisation

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Section G – Equipment Breakdown

How We use Your information

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) You provide to us, or which is processed in connection with Your policy. We collect and process information about You that We consider to be necessary in order to make decisions about the cover We provide to You, any claims You make, or to detect and prevent fraud. We also may record incoming and outgoing telephone calls with You for training, monitoring and quality control purposes.

We may share Your information with, and obtain information about You from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on Our behalf.

For further details on how Your information is used and your rights in relation to Your information, please see Our Privacy statement at <https://www.munichre.com/HSBEIL>.

The above firms' FCA details can be checked on the Financial Services Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Insuring Agreement

Subject to all of the provisions stated herein and in the policy of which this Section is intended to be part, We agree to provide insurance for direct physical loss or damage and any specified consequential loss from an **accident to covered equipment** at the premises specified in the Policy **Schedule** subject to a maximum liability of £5,000,000 for any one **accident**.

This cover will apply only where the Property Damage and Loss of Rent sections of the policy are shown as effective under the Policy **Schedule** for the current **period of insurance**.

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the Policy **Schedule**) they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Accident(s)

- a) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force.
- b) artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires.
- c) **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure.
- d) loss or damage to hot water boilers other water heating equipment, oil or water storage tanks or other **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment.
- e) loss or damage caused by operator error that results in the overloading of **covered equipment**.

All **accidents** that are the result of the same event will be considered one **accident**

Biomass and biogas installations

any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

Breakdown

- a) the actual breaking failure distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work;
- b) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative;
- c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary;
- d) **electronic derangement**

Collapse

the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

building management control systems

Computer media

all forms of electronic, magnetic and optical tapes and discs for use in any **computer equipment**

Covered equipment

equipment owned by You or for which You are responsible at the premises specified in the Policy **schedule**:

- i) which is built to operate under vacuum or pressure (other than the weight of its contents); or
- ii) that generates, transmits, stores or converts energy; or
- iii) which is **computer equipment**.

Excluding:

- (a) any supporting structure, foundation, masonry, brickwork or cabinet.

- (b) any insulating or refractory material.
- (c) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle).
- (d) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your** premises) dragline, excavation or construction equipment.
- (e) equipment manufactured by **You** for sale.
- (f) safety or protective devices due to their functioning.
- (g) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal.
- (h) any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000,
- (i) any **manufacturing production or process equipment** including linked **computer equipment**.
- (j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw.
- (k) any kitchen and food preparation equipment, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **Your** property or for which **You** are responsible).
- (l) any **biomass or biogas installation**.
- (m) any **hydroelectric installation**.

Cyber event

- (a) a failure of electronic equipment to correctly recognise, process or store any data.
- (b) a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:
 - i. a virus (a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);
 - ii. hacking (unauthorised access to any computer or other electronic equipment);
 - iii. a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

Electronic derangement

malfunction of the **computer equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **covered equipment** in order to restore it to its normal operation.

Electronic derangement does not include:

- (a) the rebooting, reloading or updating of software or firmware.
- (b) the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days.
- (c) the **covered equipment** being of insufficient size, specification or capacity.
- (d) malfunction resulting from causes excluded under Exclusion 2 of this Section.

Explosion

the sudden and violent rending of **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

Hazardous substance

any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency

Hired in plant

mechanical, electrical or manually powered implements; materials containment; preparation and handling equipment; scaffolding, staging ladders and similar equipment; site huts, cabins or similar contractors plant and equipment hired in by **You**

Hydroelectric installations

any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. **Hydroelectric installations** also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Infectious agent

any transmissible bacterium, microorganism, virus or other pathogen that induces or is capable of inducing an infectious disease

Manufacturing production or process equipment

any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **You** and any equipment which exclusively serves such machinery or apparatus

Pandemic

A widespread outbreak of a human infectious disease, into at least three countries on two different continents

Pandemic impact

any of the following if they are caused by, result from, arise out of or related to a **pandemic**:

- (a) sickness, disability or death;
- (b) civil or military actions or orders, including confiscation; curfews; evictions; quarantines; restricted access to buildings or other property and restricted travel;
- (c) strikes, riots or civil commotion;
- (d) actions taken or refused to be taken by individuals or businesses:

- (e) any other actions, advice or restrictions put in place by either the Government or competent, local, civil or military authority in order to hinder, defend against or respond to any **infectious agent** or **pandemic** or fear or threat of an **infectious agent** or **pandemic**

Service provider

a business that **You** hire under a written contract to perform services on **Your** behalf in connection with **Your business**

Transit

the loading, unloading and movement of **covered equipment** (owned by **You** or for which **You** are responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry

Extensions of Cover and Sub Limits

The following Extensions of cover apply to loss or damage caused by or resulting from an **accident** to **covered equipment**.
Our liability for the extensions of cover shall be £5,000,000 unless there is a sub limit shown in the extension text.

1. Away from premises

We shall provide insurance for direct physical loss or damage and any specified consequential loss from an **accident** to **covered equipment**:

- a) during **transit** anywhere in the United Kingdom, the Channel Islands, the Isle of Man.
- b) whilst temporarily removed from the premises specified in the Policy **schedule** to anywhere within the United Kingdom, the Channel Islands, the Isle of Man:
 - i) as long as the **covered equipment** remains under **Your** control, or
 - ii) if it is removed for the purpose of repair, replacement, restoration, service or modification.

2. Hazardous Substances

We shall be liable for the additional cost to repair or replace **covered equipment** because of contamination by a **hazardous substance** including any additional expenses incurred to clean up or dispose of such property.

Our liability shall not exceed £10,000 any one **accident** in respect of such additional costs.

3. Reinstatement of Data and Computer Increased Costs of Working

Unless otherwise excluded, **We** shall be liable for the following costs incurred in consequence of an **accident** to or **electronic derangement of computer equipment**, including such loss or damage which occurs at **Your service provider(s)** premises:

- A) Reinstating data lost or damaged.

Our liability shall not exceed £50,000 any one **accident**.

Provided that:

- (a) liability is limited solely to the cost of reinstating data onto **computer media**.
- (b) **We** shall not be liable for loss of or damage to software.

- B) Reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations.

Our liability shall not exceed £50,000 any one **accident** in respect of such additional costs.

4. Loss of Rental Income

Provided that the Loss of Rent section of this Policy is operative **We** shall be liable for financial loss caused by or resulting from an **accident** to **covered equipment**, including such loss or damage which occurs at **Your service provider(s)** premises.

Our liability in any one **period of insurance** shall not exceed £100,000 under this extension.

We shall not be liable under this extension for any loss resulting from Extension 10 - Damage to Own Surrounding Property.

5. Public Authorities/Law or Ordinance

If an **accident** to **covered equipment** damages a building that is covered under this Policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **We** shall be liable for the following additional costs to comply with such ordinance or law:

- a) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts;

- b) **Your** actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

We shall not be liable for:

- i) any fine.
- ii) any liability to a third party.
- iii) any increase in loss due to a **hazardous substance** (other than as specifically insured under Extension of Cover 2).
- iv) increased construction costs until the building is actually repaired or replaced.

This extension is within and does not increase the limit of liability shown above.

6. Public Relations Costs

In the event of financial loss, and with **Our** prior written agreement, **We** will pay the cost for the services of a professional public relations firm to assist **You** in creating and disseminating communications to:

- a) the media.
- b) the public.
- c) **Your** customers and clients.

7. Expediting Expenses

With respect to damaged **covered equipment We** shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

Our liability shall not exceed £20,000 any one **accident** under this extension.

8. Hire of Substitute Item

If **covered equipment** is damaged as a result of an **accident We** shall be liable for the cost of hire charges actually incurred by **You** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our liability shall not exceed £10,000 any one **accident** under this extension.

9. Storage Tanks and Loss of Contents

The insurance under this Policy extends to include damage caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the premises.

In addition this extension covers loss of the contents of oil storage tanks caused by:

- a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **accident**;
- b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

Our liability shall not exceed £10,000 any one **accident** under this extension.

10. Damage to Own Surrounding Property

We will pay for damage to property at the premises belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Our liability shall not exceed £2,000,000 any one **accident** under this extension.

11. Additional Access Costs

Provided that the Loss of Rent section of this Policy is operative **We** shall be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

Our liability shall not exceed £20,000 any one **accident** under this extension.

12. Debris Removal

We shall be liable under this extension for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

Our liability shall not exceed £25,000 any one **accident**.

13. Repair Costs Investigation

With **Our** prior written agreement **We** will pay costs relating to repair investigations and tests by consulting engineers for damage to **covered equipment** following an **accident** for an amount not exceeding £25,000 any one **accident**.

We shall not be liable under this extension for fees incurred in preparing a claim.

14. Hired In Plant Extension

We will indemnify **You** in respect of plant hired in by **You** against **Your** legal liability under the terms of the hiring agreement to pay:

- a) for physical loss of or damage to the plant;
- b) continuing hiring charges for the plant following loss or damage insured under a) whilst the plant is at any premises stated in the Policy **schedule** and whilst in **transit** (other than by sea or air) from one premises to another.

Provided that:

- i. The insurance provided by this extension will only indemnify **You** to the extent required by:
 - 1. The Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous; or
 - 2. specific conditions agreed by **Us** in writing and endorsed hereon.
 In the event of a loss involving hire conditions more onerous than those covered by this extension the indemnity provided will be limited to liability under 1. or 2. above as applicable.
- ii. for the insurance provided under this extension to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this extension or not), the lifting operation must be conducted in accordance with BS7121.
- iii. **We** will not be liable for:
 - 1. loss or damage to any property on free loan or hire purchase to **You**.
 - 2. loss or damage to:
 - a) licensed cars, lorries, vans, trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade);
 - b) quad bikes or motorcycles.
 - 3. unaccountable losses or losses discovered on the occasion of checks or inventories unless the Insured can produce reasonable proof that such losses are as a result of an identifiable incident.
 - 4. loss of use of the property insured by this extension or consequential loss of any kind.
- iv. Where legal proceedings have been initiated against **You** with respect to an indemnifiable incident under this extension the Insurer will, with its written consent, pay all legal expenses actually incurred by **You**.
- v. this extension is subject to a limit of £20,000 in the aggregate during any one **period of insurance**.

15. Energy Efficiency Improvements

With **Our** prior written agreement **We** will pay the additional cost to replace the damaged **covered equipment** following an **accident** with similar equipment that is better for the environment, safer and more efficient than the **covered equipment** being replaced.

Our liability shall not exceed 25% of the new replacement cost of the damaged **covered equipment** or £25,000 whichever is less.

Basis of Claims Settlement

As described in the Property Damage and Loss of Rent sections of this policy.

Additional Conditions

1. Precautions

You shall exercise due diligence in:

- a) complying with any statute or order.
- b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations, and in taking reasonable precautions to prevent loss or damage.

2. Back-Up Records

You must back up original data at least every 7 days.

If a **service provider** processes or stores data for **You**, **You** must make sure that the terms of the contract with the **service provider** allows for data to be backed up in line with this condition.

You must take precautions to make sure that all data is stored safely.

If **You** fail to keep to this condition, **We** may still pay a claim if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

3. More Than One Insured

If more than one **Insured** is named in the **schedule**, the first named **Insured** will receive all notices and agree any changes to the policy and will be treated as acting for all the named **Insureds**. **We** will not remove any named **Insured** without their permission.

For any claim, the total amount **We** will pay will not be more than the amount stated under 'Basis of Claims Settlement', regardless of the number of people or organisations insured by the Policy.

Exclusions

The following exclusions are in addition to those in the Policy to which this Section is attached.

1. **We** will not be liable for loss or damage caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.
2. **We** will not be liable for loss or damage of any kind caused by a **cyber event**.
3. **We** will not be liable for loss or damage to data or **computer media** of any kind caused by:
 - a) programming error or programming limitation;
 - b) loss of data (other than as specifically provided for under Extension of Cover 3A Reinstatement of Data);
 - c) loss of access;
 - d) loss of use;
 - e) loss of functionality.
4. **We** will not be liable for loss or damage caused by:
 - a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions.
 - b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance.

But if loss or damage from an **accident** results **We** will be liable for that resulting loss or damage.

5. **We** will not be liable for loss or damage recoverable under any maintenance agreement or any warranty or guarantee
6. **We** will not be liable to pay for any claim, cost or loss caused by or resulting from **Your** commercial decision to stop trading, or the decision of a **service provider** to stop or reduce trade with **You** or restrict services.
7. **We** will not be liable for any loss, damage, cost or expense caused by, either directly or indirectly, in connection with, or any action taken to hinder, defend against or respond to any **infectious agent, pandemic or pandemic impact** or the fear or threat (whether actual or perceived) of any **infectious agent, pandemic or pandemic impact**.

This exclusion applies regardless of any other cause or event that in anyway contributes concurrently or in any sequence to the loss, cost or expense, and regardless whether or not there is any declaration of an outbreak of a **pandemic** by the World Health Organisation or any authorised national or international body or legal jurisdiction.

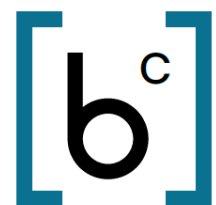
8. **We** will not be liable for any claim for loss or damage caused to or liability arising from damage to any:
 - a) nuclear material;
 - b) **covered equipment** in the high radioactivity zone or area of any nuclear installation; or
 - c) **covered equipment** at sites or installations directly involved in the production use or storage of nuclear material.
9. **We** will not be liable for any claim caused by or resulting from **pollution**, except as shown in Extension of cover 2 – **Hazardous substances**.
10. **We** will not be liable for any claim caused by or resulting from any intentional act or failure by **You**, unless this is a measure to prevent or reduce damage or financial loss.

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