

PROPERTY OWNERS INSURANCE

your policy wording.



welcome.

Thank **You** for arranging **Your** insurance with us.

This policy wording describes **Your** contract of insurance. Please read it carefully along with **Your Policy Schedule** which shows the insured property, **Your** level of cover and **Your Excess** details. **You** will find these documents in **Your** Welcome/renewal pack, or with confirmation following a change to **Your** policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read, however, **We** still had to use some words that have a special meaning these are listed and explained in the 'Definitions' section.

Your contract of insurance has been arranged for **You** by **Your Broker** who are responsible for arranging and administering **Your** insurance policy. Full details are set out in their Terms of Business' and covers their services, fees and charges.

The policy is insured by Bspoke Property Owners on behalf of Accelerant. The authorised **Insurers** have agreed to cover **You**, subject to the terms and conditions contained in this document, against any liability, loss, or **Damage** that arises during a **Period of Insurance**. The authorised **Insurers'** details appear in the About **Your** Policy section.

To make things easier, **You** only need to contact **Your Broker** to arrange everything for **You** with the authorised **Insurers** on **Your** behalf.

Useful Contact Numbers

| | | |
|---------------------------------|--|--|
| Claim Notification Lines | Claims helpline 02920 320839 | If You need to make a claim, We will tell You the process to follow. Please read the conditions and process before ringing the claims line. |
| | Legal Claims Notification 01384 887585 | |
| | Tax Claims Notification 01384 377000 | |
| | Engineering Claims helpline 03301 003432 | |
| | New.loss@hsbeil.com | |

Thanks again for choosing Bspoke Property Owners, a trading name of Bspoke Commercial Limited.

Wayne Tonge
Managing Director

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how to use this document.

We understand that insurance policies can be complicated and sometimes hard to understand. That's why **We've** written this Policy Wording to be as simple and easy to use as possible. In this document **We'll** explain the following things:

- How to make a claim
- How to make a complaint
- How to cancel or make a change to **Your** policy
- Information about **Us** and **Your Insurer**
- Important words and definitions that apply to this document.
- What **You** are covered for
- What **You** are not covered for
- Certain conditions that apply to **Your** insurance policy
- How **We** use the **Data We** collect about **You**

Your Policy Wording is part of **Your** contract with **Us**, along with **Your Policy Schedule** (sometimes referred to as **Your Schedule** of Insurance) and any Statement of Facts. **You** should read both documents to make sure **You** understand them.

You will also have received an Insurance Product Information Document (or IPID) when **You** took out **Your** policy or got a quote or renewal from **Us**. While this document isn't part of **Your** contract with **Us** it's a useful summary of the cover **You** have but does not fully outline all of the terms and conditions.

claims.

Making a Claim

We understand that when **You** have an accident or incident that means **You** need to make a claim it can be stressful. That's why **We** aim to make **Our** claims processes as quick and simple as possible.

Your claim will be handled promptly and by experienced claim handling staff. Any incident or loss that gives rise or may give rise to a claim should be notified immediately to:

| | |
|--|---|
| For claims under Sections 1 and 2 (Buildings and Contents) | Claims helpline 02920 320839 Claims Email bspokecommercialclaims1@uk.sedgwick.com |
| For claims under Section (Residential & Commercial Landlord's Legal Expenses) | Legal Claims Notification 01384 887585 Tax Claims Notification 01384 377000 |
| For claims under Section (Equipment Breakdown) | Claims helpline 03301 003432 New.loss@hsbeil.com |

In all correspondence, please tell **Us** that **You** are insured by Bspoke Property Owners and provide **Your** policy number which can be found on the **Schedule**. This will help **Us** to confirm **Your** policy details and deal with **Your** claim as quickly as possible.

Claims will only be considered if **Your** premium payment has been paid from the commencement date of this policy.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Your** property and landlord's **Contents** from further **Damage**.

Claims Process

If **You** do need to make a claim under this policy, **You** must do the following:

- Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days (or 90 days for Legal Expenses claims).
- Immediately notify the Police following loss or **Damage** by theft, attempted theft, malicious **Damage**, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- Take all steps necessary to reduce further loss, **Damage** or **Injury**.
- Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- Do not under any circumstances effect full repairs without **Our** prior consent.

- Under no circumstances admit, negotiate or settle any claim without **Our** permission in writing.

On receipt of a notification of a claim, **We** may do the following:

- Enter any **Building** following loss or **Damage**.
- Negotiate, defend or settle any claim made against **You**.
- Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.

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.

If **You** receive any correspondence from any person claiming **Injury** or **Damage** against **You** or **Your** family, **You** should not respond. Please forward all correspondence to **Us** without delay. **We** reserve the right to deal with the defence or settlement of **Your** claim in **Your** name.

You may be required to produce proof of ownership in the event of a claim. Where possible **You** should keep proof of purchase/receipts, estimates for repair or replacement of **Damaged** articles and any **Damaged** articles for **Us** to inspect.

Sometimes **We** will need to ask a loss adjuster to help **Us** deal with **Your** claim. If so, **We** will tell **You** and arrange for the loss adjuster to visit **You**. The loss adjuster's role is to assess the claim, confirm what action **You** need to take and recommend to **Us** how to deal with the claim.

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 3 – Property Owners Liability and Section 4 – 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.

how to make a complaint.

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

If **You** have a complaint regarding the sale or service of **Your** policy, please contact **Your Broker** or Administrator.

| 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 5YD 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 |

In all correspondence, please state that **Your** insurance is provided by Bspoke Property Owners and quote **Your** policy number or claims reference.

Financial Ombudsman Service

If **We** have not completed **Our** investigations into **Your** complaint within 8 Weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving **Our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

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

Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>.

Compensation Arrangements

All sections other than 5 – Equipment breakdown and 7 – Legal expenses:

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 UK Limited is unable to meet its obligations to **You** under this insurance.

Sections 5 – Equipment breakdown and 7 – Legal expenses:

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>

cancelling this policy.

Your Right to Cancel

You can cancel **Your** insurance policy at any time by contacting **Your Broker**.

If **You** cancel **Your** policy within 14 days of **Your** start date or renewal date, providing no claim has been submitted, **We** will refund **Your** premium, less any administration fee paid and proportionate to the unexpired **Period of Insurance** following cancellation.

You may cancel after 14 days and, providing no claim has been submitted, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided cover and any administration fee paid.

We can cancel **Your** policy immediately if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **Period of Insurance**, the annual premium remains due in full.

If **You** have received a claims payment, have a claim pending or an incident likely to give rise to a claim during the **Period of Insurance**, no refund of **Your** premium or any administration fee will be given.

Our Right to Cancel

We may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to **You** at **Your** last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium – If payment is not made when due, **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter, **We** will take no further action. If **We** do not receive payment by this date, **We** will cancel the insurance from the cancellation date shown on the letter.
- **Your** Credit Agreement is cancelled.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the Information **You** provide clause.
- Where **You** harass or use abusive or threatening behaviour towards **Our** staff or representatives of Bspoke Property Owners or **Your Broker**.

If **We** cancel the policy, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, **We** are legally entitled to keep the premium.

about Your policy.

The documents provided are **Your** contract of insurance with **Us** and confirms the cover **You** have in place including any additional terms, conditions, exclusions and endorsements which may apply.

Insurance does not cover **Your** property against everything that can happen, so please read the whole document carefully. The policy is arranged in the following sections:

- The cover **You** have requested and that **We** have provided.
- What this policy covers and any exclusions
- **Your** duty under this policy and any requirements **We** have
- **You** keep this policy and supporting documentation in a safe place.

It is important **You** understand the cover provided and if **You** have any questions or concerns **You** should contact Us.

Information You provide

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.

Changes to Your Information

If any of the information detailed within **Your Policy Schedule** changes, please let **Your Broker** know as soon as possible. Changes to **Your** circumstances will not be insured unless **We** have agreed to provide cover, have issued a new insurance **Schedule** and any change in premium is settled.

If **You** do not advise **Us** of any changes to **Your** circumstances, **We** will determine if **Your Failure** has been deliberate, reckless or careless and **Your** policy may be affected in accordance with the Information **You** provide clause above.

When **You** advise a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy may be cancelled as per the conditions applying to **Our** cancellation policy on page 6

About Us

Your policy has been arranged by **Your Broker** on behalf of Bspoke Property Owners, a trading name of Bspoke Commercial Limited who is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456. Registered in England and Wales Company Number. 09284678. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk>.

About Your Insurer

Accelerant Insurance UK Limited underwrite: Section 1 – Property **Damage**, Section 2 – Loss of Rent, Section 3 – Property Owners Liability, Section 4 – Employers’ Liability and Section 6 – Terrorism.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park **Business** Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

HSB Engineering Insurance Limited underwrite: Section 5– 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.

Section 7 of **Your** policy is arranged by Bspoke Commercial Limited, administered by **Arc Legal Assistance Ltd** and underwritten by **AmTrust Specialty Limited**.

Your duties

The cover in this policy is valid providing:

- **You** or any other insured person have kept to all the terms and conditions of the policy.
- The information confirmed on **Your** current **Schedule** and when registering a claim is true and complete.

Fraud and misrepresentation

You must always answer **Our** questions honestly and provide true and accurate information. If **You**, any other insured person or anyone acting on **Your** behalf:

- Provides **Us** with false, exaggerated or misrepresented information.
- Submits false, altered, forged or stolen documents.

We will take one or more of the following actions:

- Amend **Your** policy to show the correct information and apply any change in premium.
- Cancel **Your** policy, under certain circumstances this may be with immediate effect.
- Declare **Your** policy void.
- Refuse to pay **Your** claim or only pay part of **Your** claim.
- Only pay a proportion of **Your** claim
- Keep the premium **You** have paid.
- Recover any costs incurred from **You** or any other insured person.

If **We** identify any fraud or misrepresentation, **We** will cancel or void any other Bspoke Underwriting policies **You** are connected with.

Governing law

Unless **We** have agreed otherwise this contract of insurance will be governed by the laws of the **United Kingdom**, the Isle of Man or the Channel Islands (depending on **Your** registered address) and the jurisdiction of the courts of England.

Use of Language

All communication shall be conducted in English unless otherwise agreed.

Rights of third parties

This contract is between **You** and the authorised **Insurers**. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

policy definitions.

Wherever the following words or phrases appear within this policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

| | |
|---------------------------|--|
| Accidental Damage | Sudden and unintentional physical Damage which happens unexpectedly. |
| Broker | The insurance Broker or intermediary You purchased this policy through and who is authorised and regulated by the Financial Conduct Authority. |
| Building | <p>The Buildings at the premises, unless more specifically described, being built mainly of brick, stone, concrete or otherwise non-combustible materials and including: -</p> <ul style="list-style-type: none"> • small outbuildings, annexes, gangways, fire escapes, sheds, garages and other such ancillary structures; • fixed fuel oil or water tanks, hoists and their ancillary equipment and pipework; • cess pits and septic tanks; • roads, car parks, yards, forecourts, pavements, drives, footpaths, patios and terraces; • telephone, gas, water and electrical instruments, meters, piping, cabling or similar belonging to You at the premises and which extends to the public mains • walls, gates, hedges, fences and railings; • swimming pools, ornamental ponds and tennis courts • all landlords fixtures and fittings including fixed glass and fixed sanitaryware <p>owned by You, or for which You are legally responsible, and located at the address(es) shown on Your Policy Schedule.</p> |
| Business | Activities connected with the Business specified in the Schedule conducted solely from the United Kingdom , the Isle of Man or the Channel Islands. |
| 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 | <p>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:</p> <p>(a) The Contents of fuel tanks at the Premises</p> <p>(b) Portable communal property in the open grounds of and used in connection with the Buildings at the Premises</p> <p>(c) Money, as defined herein for an amount not exceeding £1,000 in total</p> <p>(d) Deeds, documents, manuscripts and Business books, but only for the cost of the materials and clerical labour expended in reproducing such records</p> <p>(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:</p> <p>(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.</p> |
| Damage/Damaged | Physical loss or destruction of or Damage to the Property Insured . |
| Data | <p>All information which is:</p> <p>(a) electronically stored</p> <p>(b) electronically represented</p> <p>(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.</p> |
| Employee | <p>Anyone under a contract of service or apprenticeship with You. Anyone who is:</p> <ul style="list-style-type: none"> • employed by You or for You on a labour only basis • self-employed • hired to You or borrowed by You from another employer • a voluntary helper or taking part in a work experience or training scheme and under Your control or supervision. |
| Excess | The first amount of each claim payable by You as detailed on the Policy Schedule for the relevant section. |

| | |
|----------------------------|---|
| 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 1 to 5, means Accelerant Insurance UK Limited. b) In respect of section 6, means Arc Legal Assistance Limited underwritten by AmTrust Specialty Limited c) In respect of section 7, means HSB Engineering Insurance Limited. |
| Lived In | Regularly carrying out day-to-day activities such as bathing, cooking, eating and sleeping in the property. This does not include occasional visits or stays. |
| 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 specified on Your Policy Schedule . |

| | |
|---------------------------------------|--|
| Policy Schedule | The document issued by the administrator which confirms Your personal information, levels of cover, details of the property, commencement date and end date of Your policy. |
| Property Insured | The buildings at the address(es) in the United Kingdom and shown on Your Policy 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 . |
| 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, subsidence, ground heave or landslip. |
| Storm | A period of violent Weather defined as: <ul style="list-style-type: none"> • Wind speeds with gusts of at least 48 knots (55mph)* or; • Torrential rainfall at a rate of at least 25mm per hour or; • Snow to a depth of at least one foot (30 cm) in 24 hours or; • Hail of such intensity that it causes Damage to hard surfaces or breaks glass <p>*Equivalent to Storm Force 10 on the Beaufort Scale.</p> |
| Sum Insured | The amounts insured by Us which are shown on the Policy Schedule . |
| Tenant(s) | A person occupying Your property and named on the Tenancy Agreement . |

| | |
|-----------------------------|--|
| Tenancy Agreement | <p>A Tenancy Agreement, in writing, made between You and the Tenant, which is:</p> <ul style="list-style-type: none"> • 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 Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016; or • a Tenancy Agreement in which the Tenant is a limited company; or <p>Any other tenancy as agreed by Us in writing.</p> <p>In Northern Ireland, the agreement between You and the Tenant to let the property must not be a:</p> <ul style="list-style-type: none"> • Protected Tenancy; nor 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; nor a • Tenancy Agreement in which the Tenant is a limited company; nor a • Tenancy Agreement; nor a • lease of a commercial premises. |
| Territorial Limits | <p>Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> |
| United Kingdom | <p>England, Scotland, Wales and Northern Ireland.</p> |
| Unoccupied | <p>When the premises are not attended, closed for Business and/or not Lived In for a period more than 60 consecutive days for residential premises and 30 days for commercial premises.</p> |
| Unlawful Association | <p>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.</p> |
| Valuables | <p>Items made from or containing precious stones, jewellery, watches, works of art, Money, coins or stamps in a collection, furs, items or sets or collections of precious metals.</p> |

| | |
|------------------|--|
| Vermin | Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health. |
| We/Us/Our | Bspoke Property Owners on behalf of the Insurer . |
| You/Your | The person or persons named in the Policy Schedule who is a permanent resident in the United Kingdom . |

policy conditions.

The following conditions apply to this policy

Compliance with Risk Improvements

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**.

Fire Extinguishing Appliances

You must 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.

Notice of Building Works

You must notify **Us** before the start of any conversions, alterations and extensions to any buildings specified on **Your Policy Schedule**.

If **You** do not comply with this condition **You** will not be covered, and **We** will not pay **Your** claim

Property Inspections

You or a representative must inspect the property internally, including the loft area and externally in accordance with the timescales specified in the **Tenancy Agreement** whilst there are **Tenants** residing at the property. If the property is **Unoccupied** these inspections must be carried out at least once every 7 days. **You** must be able to provide evidence that these inspections took place in the event of a claim, for example through photographs or CCTV footage.

If **You** do not comply with this condition **You** will not be covered, and **We** will not pay **Your** claim.

Reasonable Precautions

You must take all reasonable precautions to prevent loss, destruction or **Damage** to the **Property Insured** or any accident or **Injury** to any person or loss, destruction or **Damage** to their property and must comply with all legal requirements and safety regulations.

You should act at all times as if **You** were uninsured and this policy did not exist.

The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

Unoccupancy

You must notify **Us** immediately if **Your** property is about to be **Unoccupied**. While the Buildings are **Unoccupied**, **You** must comply with the following conditions unless expressly agreed to in writing:

- (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 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:
 - i) carry out the necessary work to satisfy the above requirements
 - ii) notify **Us**.

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

Data and Privacy Notice

This privacy notice covers the processing of **Data** for individuals and companies that **We** have a prospective or existing **Business** relationship with and as a result **We** process their **Data** to manage this relationship.

This privacy notice does not apply to any customers/policyholders related to Bspoke Property Owners **We** refer to these individuals as "**You/Your**" in this notice.

We are dedicated to being transparent and this privacy notice tells **You** what **We** do with the information that **We** collect about **You**.

We process **Your** personal **Data** in accordance with the relevant **Data** protection legislation. **We** are the **Data** controller for the **Data** that **We** process about **You**, and **We** will not collect any information from **You** that **We** do not need for the purpose of managing the **Business** relationship.

You can find more information and full details of **Our** Privacy notices on **Our** Website at www.bspokecommercial.co.uk or by following this link.

We are Bspoke Property Owners referred to as "**We/Us/our**" in this notice. **Our Data** controller registration number issued by the Information Commissioner's Officer is ZA142428. **Our** registered address is Brookfield Court, Selby Road, Leeds, LS25 1NB.

Inspection and Safety Measures

It is important that **You** comply with the following requirements below otherwise all **Damage** arising from or caused by the Perils of Fire and Explosion will be excluded.

- (a) if the Premises or any part thereof is let as residential accommodation, comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- (b) if **You** are responsible for gas installations at commercial Premises, undertake annual maintenance checks and at the commencement and throughout the currency of this insurance be in possession of a valid Gas Safety certificate issued by a Gas Safe registered engineer.
- (c) At the commencement of this insurance and throughout the currency of this insurance for all commercial Premises, be in possession of an electrical installation condition report (EICR) that:
 - i) covers the whole of the electrical installation(s);
 - ii) for commercial or residential Premises is less than five years old for and issued by an approved contractor

Minimum Security Requirements

You must comply with the following conditions unless expressly agreed to in writing by **Us**:

- (a) **You** must ensure that all protections installed for the safety and security of the premises are kept in good working order. Such protections must not be removed, altered, or deactivated without **Our** prior written consent, and must be fully operational whenever the premises are closed for business, left unattended, or at any other appropriate times.
- (b) **You** must ensure that any alarm system or similar protective device is maintained in full and efficient working order under a maintenance contract providing both preventive and corrective servicing with the installing company and/or in accordance with the manufacturer's recommendations.
- (c) **You** must ensure that:
 - i) All external doors are secured with locks complying with BS3621 (5-lever mortice deadlocks) or with locking bars secured by 5-lever close-shackle padlocks
 - ii) All windows and skylights accessible from ground or basement level, or from adjoining structures such as roofs, porches, walls, fire escapes, or downpipes, are either barred, grilled, or fitted with key-operated window locks.
- (d) **You** must notify **Us** immediately upon receiving any notice:
 - i) Indicating that police attendance or any contracted response to alarm signals or calls may be withdrawn, reduced, or delayed

- ii) From a local authority or magistrate requiring abatement of nuisance relating to any alarm system; or
- iii) Advising that any alarm system cannot be restored to or maintained in full working order.

policy exclusions.

The following exclusions apply to this policy.

Asbestos

Exposure to, inhalation of, fears of the consequences of exposure to or the inhalation of or 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.

Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, **Damage**, liability, claim, cost or expense (whether such loss, **Damage**, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- (a) Coronaviruses; and
- (b) Coronavirus disease (COVID-19); and
- (c) Severe acute respiratory syndrome Coronavirus 2 (SARS- CoV-2); and
- (d) any mutation of or variation of a), b) or c) above;
- (e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- (f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Computer

Computer breakdown or **Failure**.

Cyber

Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic **Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic **Data** shall mean facts, concepts and information stored to form useable **Data** for communications, interpretations, or processing by electronic or electromechanical **Data** processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of **Data**, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer **Virus** shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Domestic Pets

Loss or **Damage** caused by domestic pets, insects or **Vermin**.

Drug Use

You being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.

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.

Excluded Property

Property or structures in course of construction or erection and materials and supplies in connection with such property in course of construction or erection.

Faulty Workmanship

Damage caused by faulty or defective workmanship caused by **You** or any of **Your Employees**.

Illegal Activities

We will not pay for any loss, **Damage** or liability arising from any illegal or criminal act by **You** or any family member or **Employee**, any paying guest, lodger, **Tenant** or anyone lawfully in the property.

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**.

Other Insurances

We will not pay any claim where there is another insurance policy in force in **Your** name which covers **You** for the same loss or liability.

PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Bodily **Injury** And Property **Damage** Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- (a) "Bodily **Injury**" or "property **Damage**" which would not have occurred, in whole or in part, but for the actual, alleged, threatened

or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

- (b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- 1) Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - (a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - (b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - (c) Perfluoropolyethers (PFPE);
 - (d) Fluorotelomer-based substances; or € Side-chain fluorinated polymers; or
- 2) Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Personal And Advertising **Injury** Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- (a) "Personal and advertising **Injury**" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- (b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies: "Perfluoroalkyl or polyfluoroalkyl substances" means any:

1) Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- (a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
- (b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
- (c) Perfluoropolyethers (PFPE);
- (d) Fluorotelomer-based substances; or
- (e) Side-chain fluorinated polymers; or

2) Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Definition

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

- 1) any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a) erfluorinated methyl group (-CF₃); or
 - b) perfluorinated methylene group (-CF₂-); or
- 2) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- 3) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or
- 4) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Exclusion

There is no cover under this policy for:

- 1) any bodily **Injury**, property **Damage**, personal and advertising **Injury** loss, liability, **Damage**, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and

2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:

- (a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
- (b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS- containing products or materials; or
- (c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
- (d) **Failure** to report any PFAS-containing products or materials to authorities; or
- (e) **Failure** to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

Pressure Waves and Sonic Bangs

Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

Radioactive, Biological or Chemical 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) Ionising radiation or **Contamination** by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or its nuclear components or using atomic or nuclear fission and/or fusion or other like reaction.
- (b) Biological or chemical **Contamination** or malicious use of pathogenic or poisonous biological or chemical materials due to an Act of Terrorism including steps taken to prevent, suppress, control, or reduce the consequences of any actual, attempted, threatened, suspected, or perceived Act of Terrorism.
- (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.

Sanctions

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment

of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America

Terrorism

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Policy also excludes loss, **Damage**, cost, or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Virus, Disease and Pandemic

(not applicable to Employers' Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, **Damage**, liability, claim, cost or expense (whether such loss, **Damage**, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- (a) Coronaviruses;
- (b) Coronavirus disease (COVID-19);
- (c) Severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2);
- (d) any mutation of or variation of a), b) or c) above;
- (e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;
- (f) any fear or anticipation of a), b), c), d) or e) above;
- (g) Government Regulation, advice or restriction(s) as a result of the aforesaid matters regardless of any other cause or event contributing concurrently or in any other sequence thereto.

War or Conflict

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 4 – Employers’ Liability (ii) Section 5 – Terrorism

Wear and Tear

Wear and tear, depreciation, fungus, Wet or dry rot, infestation, **Vermin** or insect **Damage**, mechanical or electrical fault, rusting or corrosion, process of cleaning, repairing, restoration, renovating or anything which happens gradually.

Your cover.

The following sections outline the cover **You** have under this policy, the sections **You** have selected will be shown on **Your Schedule**.

SECTION 1 | PROPERTY DAMAGE standard cover.

| What is Covered | What is Not Covered |
|--|--|
| <p>Damage to the Property Insured at the Premises occurring during the Period of Insurance as specified in the Schedule.</p> | <ol style="list-style-type: none">1. Damage caused by or consisting of<ol style="list-style-type: none">(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:<ol style="list-style-type: none">(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 |

| | |
|--|--|
| | <p>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</p> <p>(ii) to property in the open or in open fronted Buildings or in Buildings not on permanent foundations</p> <p>(iii) expedited or in any way brought about by You or any partner, director or Employee of the Business.</p> <p>(i) Disappearance.</p> <p>(j) Unexplained or inventory shortage.</p> <p>(k) Misfiling, misplacing of information or clerical error.</p> <p>(l) Subsidence, ground heave or landslip.</p> <p>(m) Normal settlement or bedding down of new structures.</p> |
| | <p>2. Damage caused by or consisting of:</p> <p>(a) Operational error or omission by You or any of Your Employees</p> <p>(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</p> <p>(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:</p> <p>(i) Such Damage not otherwise excluded which itself results from a Specified Peril</p> <p>(ii) Subsequent Damage which itself results from a cause not otherwise excluded.</p> |
| | <p>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:</p> <p>(i) Pollution and/or Contamination which itself results from a Specified Peril</p> <p>(ii) Any Specified Peril which itself results from Pollution and/or Contamination.</p> |
| | <p>4. Damage to any Building or structure caused by its own collapse or cracking but We will pay for</p> |

| | |
|--|---|
| | 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 : (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, 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 (e) but We will pay for such Damage caused by a Specified Peril in so far as it is not otherwise excluded. |
| | 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 |

| | |
|---|---|
| | <p>supplies in connection with all such property or structures</p> <p>(c) Land, roads, pavements, piers, jetties, bridges, culverts or excavations</p> <p>(d) Livestock, growing crops or trees</p> <p>(e) but We will pay for such property specifically described in the Schedule or in this Section.</p> |
| | <p>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.</p> |
| | <p>11. Damage to any property more specifically insured by You or on Your behalf.</p> |
| | <p>12. Consequential Loss or Damage of any kind or description, except Alternative Residential Accommodation costs when such costs are insured by this Section.</p> <p>13. The amount of any Excess specified in the Schedule.</p> |
| <p>Subsidence</p> <p>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.</p> | <p>We will not pay You for:</p> <p>(a) Damage:</p> <p>(i) caused by the settlement or movement of made-up ground or by coastal or riverbank erosion</p> <p>(ii) occurring whilst the Buildings or any part of the Buildings is in the course of erection, demolition, structural alteration or structural repair</p> <p>(iii) caused by collapse, cracking, settlement or shrinking of Buildings</p> <p>(iv) caused by defective design or inadequate construction or foundations or in respect of defective workmanship or use of faulty materials</p> <p>(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</p> <p>(vi) which originated before the start of this insurance</p> <p>(vii) whilst the Premises are Unoccupied.</p> <p>(b) Damage to:</p> |

(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 1 conditions.

Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis.

We may agree to settle **Your** claim with a cash payment or by using **Your** suppliers, but **We** will only pay **You** what it would have cost **Us** to settle **Your** claim using **Our** suppliers.

If the Buildings Were not in a good state of repair at the time the **Damage** occurred, **We** may reduce **Our** settlement to reflect Wear and tear.

How much We will pay

The maximum amount **We** will pay for any claim is

- the **Sum Insured** shown on **Your Policy Schedule** or
- the full cost of replacing **Your** property if this a lower amount

If **We** accept a claim under Section 1 | Buildings, **We** will also pay any amounts due under any Additional Covers **You** have selected or are insured for.

Your Sum Insured

It is **Your** responsibility to ensure that the **Sum Insured** reflects the total cost of rebuilding or replacement of the **Property Insured** to the same specification, including debris removal and architects' and surveyors' fees.

If the **Sum Insured** is not enough to cover the cost to rebuild **Your** or replace the **Property Insured**, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to rebuild **Your** buildings, **We** will pay no more than 75% of **Your** claim.

Excess

You will have to pay any **Excess** shown on **Your Policy Schedule**. **We** will only deduct one **Excess** for each claim.

What We will not pay

We will not pay for the cost of rebuilding, repairing or replacing any undamaged part of the buildings and/or any undamaged item including that which forms part of a pair, set, suite or part of a common design

Roof Condition

Any roof which is:

- i) felt on timber roof; or
- ii) flat roof; or
- iii) roof with a pitch of 12.5 degrees or less,

is subject to the following inspection periods by a competent roofing contractor and evidence of the inspections must be retained with any recommendations implemented within 28 days of the inspection.

Unless under a third party guarantee the roof must be inspected every 2 years and have been inspected no more than two years prior to the Policy inception. If under a third-party guarantee, then following installation the inspection is to be undertaken every 5 years and then inspected every 2 years from the end of the guarantee.

section 1 cover enhancements.

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 is:

- (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 or properties which are purchased for redevelopment or due for demolition.

Archaeological Discoveries

We will pay reasonable costs necessarily incurred following **Damage** as a direct result of **Your** compliance with statutory obligations following the discovery of archaeological finds during site excavation.

Provided that:

- (a) **Our** liability will not exceed £50,000 any one occurrence; and
- (b) **You** do not have any pre-existing knowledge of the presence of archaeological remains prior to commencement of works.

Automatic Reinstatement of Sum Insured

If a claim is notified **We** will automatically reinstate the **Sum Insured** unless **We** have advised in writing why **We** will not do so. **You** must pay any additional premium due and ensure that the premises is properly protected as agreed by Us.

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.

Changing Locks

We will pay for the cost of changing locks at the Premises if keys are lost from **Your** premises, **Your** home or the home of any authorised **Employee** following theft or attempted theft. **We** will also pay if the keys were in the custody of **You** or an authorised **Employee** and there is theft involving violence or threat of violence.

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.

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 £10,000

Debris Removal

The **Sum Insured** for each item on Buildings and **Contents** includes costs and expenses **You** incur with **Our** consent for removal of debris, dismantling or demolishing, shoring or propping up of property which has suffered **Damage** and is insured by this Section.

We will not pay **You** for costs and expenses to remove debris from anywhere other than the site of the **Damage** and adjacent areas or where the costs are incurred from **Pollution** and/or **Contamination** of property which is not insured under this Section or property which is more specifically insured.

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**. This extension does not include cover where **Damage** is caused during a criminal investigation or as a result of unlawful activities.

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

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 for **You** :

- (a) costs incurred:
 - (i) in respect of **Damage** not insured by this Section
 - (ii) where notice was served on **You** before the **Damage** occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered **Damage**
- (b) 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.
- (iii) 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.

Extinguishment and Alarm Resetting Expenses

We will pay **You** for 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) refilling sprinkler tanks where costs are metered
 - (v) used 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. Costs recoverable from **Your** maintenance company or the Fire and Rescue service are not payable under this policy.

We will not pay a claim if **You** have not maintained the equipment **You** are claiming for in accordance with the manufacturer's instructions.

Fixed Glass

In respect of **Damage** to fixed glass, **We** will pay for:

- (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.

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 £10,000.

Further Investigation Expenses

Where a portion of the **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of **Damage** having occurred to other portions of the same Building, which is not immediately apparent **We** will pay the reasonable costs incurred by **You** with **Our** prior consent in establishing whether or not such **Damage** has occurred.

We will pay the reasonable costs incurred by **You** in establishing whether or not other Property in the vicinity owned or leased by **You** or for which **You** are responsible have suffered **Damage** in the same incident as that causing **Damage** to the Property but only if such Property is subsequently found to have suffered such **Damage** for which **We** are liable.

The most **We** will pay in respect of any one occurrence is £15,000.

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 £10,000.

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.

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).

We will not pay **Your** claim if **You**, or anyone acting on **Your** behalf, does 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.

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.

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 the 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.

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.

Non-invalidations

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.

Professional Fees

The **Sum Insured** for each **Building** item includes an amount for professional fees which have been 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 elsewhere
- (b) incurred in preparing a claim.

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.

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.

Removal of Vermin

The insurance by this Policy is extended to include the reasonable costs incurred by the Insured where they are required by a local authority or similar body to have **Vermin** removed from any Buildings insured by this Policy

The most **We** will pay for any one occurrence is £2,500

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**.

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**.

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.

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.

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.

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.

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.

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.

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.

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:

- (a) the cost of maintenance
- (b) **Accidental Damage** caused by:
 - (i) gradual deterioration or Wear and tear
 - (ii) corrosion, rust, rot or fungus
 - (iii) **Vermin** or insects
 - (iv) atmospheric or climatic conditions

- (v) normal settlement or shrinkage
- (vi) faulty workmanship, defective design or the use of defective materials.

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

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.

Workmen

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

SECTION 2 | LOSS OF RENT

(only Operative if Stated in the Schedule)

section 2 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. |

standard cover.

| What is Covered | What is not Covered |
|---|---|
| <p>Loss of Rent resulting from Damage as insured by Section 1 – Property Damage – and where liability is admitted under a policy of insurance covering Your interest in such property.</p> <p>The amount payable will be:</p> <ul style="list-style-type: none">(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 <p>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.</p> <p>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.</p> <p>The most We will pay is the Sum Insured stated in the Schedule.</p> | <p>We will not compensate You if:</p> <ul style="list-style-type: none">(a) You:<ul style="list-style-type: none">(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 2 conditions.

(also refer to the Policy Conditions)

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

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**.

Current Cost Accounting

Any adjustment made for current cost accounting will be ignored.

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.

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 2 cover enhancements.

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:

- (a) any **Building** more specifically insured
- (b) any appreciation in value
- (c) Loss of Rent following **Damage** to any Buildings that are **Unoccupied**.

Alternative Residential Accommodation

In respect of residential Premises, **We** will pay **You** for the costs of reasonable: alternative accommodation and temporary storage of residents' furniture 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**.

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.

Denial of Access

We will pay for Loss of Rent resulting from **Damage** to property within 1000 metres of the Premises by any cause included under Section 1 – Property **Damage** – which hinders or prevents access to the Premises.

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.

Loss of Attraction

We will pay for Loss of Rent following **Damage** to property within 1000 metres 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.

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.

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 3 | PROPERTY OWNERS LIABILITY

section 3 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 | <ul style="list-style-type: none"> (a) fees for Your legal representation at <ul style="list-style-type: none"> (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 (d) 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 | <ul style="list-style-type: none"> (a) Injury (b) Wrongful <ul style="list-style-type: none"> (i) arrest, detention or imprisonment (ii) eviction (iii) accusation of shoplifting. |
| Property | Material property. |

standard cover.

| What is Covered | What is Not Covered |
|---|---|
| <p>Your legal liability to pay:</p> <ul style="list-style-type: none"> (a) Compensation (b) Costs and Expenses <p>as a result of accidental:</p> <ul style="list-style-type: none"> (i) Personal Injury (ii) Damage to Property (iii) obstruction, trespass, nuisance or interference with any right of way, air, light or water <p>occurring in the course of the Business during the Period of Insurance and within the Territorial Limits.</p> <p>The most We will pay is the Indemnity Limit shown in the Schedule and Costs and Expenses.</p> | <p>1. Your legal liability as a result of:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) aircraft, aerial device or hovercraft (ii) watercraft exceeding 8 metres in length, railways, railway locomotives or carriages (iii) motor vehicle, trailer or plant: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> 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 3 cover enhancements.

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**.

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.

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**
- (c) 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 **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.

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

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.

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
 - (iii) 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 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
- (g) Proceedings relating to Compensation for any **Employee** if the Employers' Liability section of this policy is not in force.

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.

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:

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course
- (b) of the **Business** within the **United Kingdom**, the Isle of Man or the Channel Islands.
- (c) in respect of:
 - (i) fines or penalties of any kind

- (ii) proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
- (iii) proceedings relating to the health, safety or Welfare of any **Employee**.
- (d) where indemnity is provided by another insurance policy.

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.

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** catering social, sports, educational, medical, dental and Welfare organisations
 - (iii) fire, security, first aid and ambulance services
 - (iv) 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.

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

(iii) if indemnity is provided by another insurance policy.

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.

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.

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 4 | EMPLOYERS LIABILITY

(only Operative if Stated in the **Schedule**)

section 4 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. |

standard cover.

| What is Covered | What is Not Covered |
|--|--|
| <p>Your legal liability to pay:</p> <ul style="list-style-type: none"> (a) Compensation to any Employee (b) Costs and Expenses <p>as a result of Injury caused in the course of the Business during the Period of Insurance and within the Territorial Limits.</p> <p>The most We will pay is the Indemnity Limit shown in the Schedule.</p> | <p>Any liability:</p> <ul style="list-style-type: none"> (a) as a result of work in or on or travel to, from or within any offshore <ul style="list-style-type: none"> (i) accommodation, exploration, drilling or production rig or platform (ii) support vessel (b) for which compulsory insurance or security is required under either: <ul style="list-style-type: none"> (i) the Road Traffic Act 1988, or (ii) the Road Traffic (Northern Ireland) Order 1981 or any amending or subsequent legislation. (c) for: <ul style="list-style-type: none"> (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 4 conditions.

(also refer to the Policy Conditions)

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

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**.

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 4 cover enhancements.

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**.

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.

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

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.

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**:

- (a) 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
- (b) in respect of:
 - (i) fines or penalties of any kind
 - (ii) proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - (iii) proceedings relating to the health, safety or Welfare of any person who is not an **Employee**

where indemnity is provided by another insurance policy.

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.

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**.

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 5 | 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**.

section 5 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.

| | |
|--|---|
| <p>Accident(s)</p> | <ul style="list-style-type: none"> (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. <p>All accidents that are the result of the same event will be considered one accident</p> |
| <p>Biomass and biogas installations</p> | <p>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.</p> |
| <p>Breakdown</p> | <ul style="list-style-type: none"> (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; |

| | |
|---------------------------|--|
| | <p>(c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary;</p> <p>(d) electronic derangement</p> |
| 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 | all forms of electronic, magnetic and optical tapes and discs for use in any computer equipment |
| Covered equipment | <p>equipment owned by You or for which You are responsible at the premises specified in the Policy Schedule:</p> <p>(a) which is built to operate under vacuum or pressure (other than the Weight of its Contents); or</p> <p>(b) that generates, transmits, stores or converts energy; or</p> <p>(c) which is computer equipment.</p> <p>Excluding:</p> <p>(a) any supporting structure, foundation, masonry, brickwork or cabinet.</p> <p>(b) any insulating or refractory material.</p> <p>(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).</p> <p>(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.</p> <p>(e) equipment manufactured by You for sale.</p> <p>(f) safety or protective devices due to their functioning.</p> <p>(g) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal.</p> <p>(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,</p> <p>(i) any manufacturing production or process equipment including linked computer equipment.</p> <p>(j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw.</p> |

| | |
|-------------------------------|---|
| | <ul style="list-style-type: none"> (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 | <ul style="list-style-type: none"> (a) a Failure of electronic equipment to correctly recognise, process or store any date. (b) a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to: <ul style="list-style-type: none"> (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 | <p>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.</p> <p>Electronic derangement does not include:</p> <ul style="list-style-type: none"> (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 | <p>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</p> |

| | |
|--|--|
| 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, forklift 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: <ul style="list-style-type: none"> (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. |

section 5 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.

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.

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.

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:

- (i) liability is limited solely to the cost of reinstating **Data** onto computer media.
 - (ii) **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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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)
- (c) 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:

- (a) The insurance provided by this extension will only indemnify **You** to the extent required by:
 - (i) 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
 - (ii) 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.

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.

- (a) **We** will not be liable for:
 - (i) loss or **Damage** to any property on free loan or hire purchase to You.
 - (ii) loss or **Damage** to:

- (b) 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);
- (c) quad bikes or motorcycles.
- (d) 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.
- (e) loss of use of the **Property Insured** by this extension or **Consequential Loss** of any kind.
 - (i) 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.
 - (ii) this extension is subject to a limit of £20,000 in the aggregate during any one **Period of Insurance**.

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.

section 5 additional conditions.

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**.

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.

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.

section 5 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.

SECTION 6 | 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 |

| | |
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| | <p>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.</p> |
| Excess | <p>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.</p> |
| Hacking | <p>Means unauthorised access to any Computer System, whether Your property or not.</p> |
| Heads of Cover | <p>Means any of the following types of cover:</p> <ul style="list-style-type: none"> (a) Buildings and Completed Structures (b) Other property (including Contents, engineering, contractors and computers) (c) Business Interruption (d) Book Debts <p>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</p> |
| Nuclear Installation | <p>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:</p> <ul style="list-style-type: none"> (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 | <p>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.</p> |

| | |
|-----------------------------|---|
| Phishing | Means any access or attempted access to Data made by means of misrepresentation or deception. |
| Private Individual | <p>Means any person other than</p> <ul style="list-style-type: none"> (a) beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust (b) a person who owns or is otherwise insured in respect of Residential Property for their Business as a sole trader (c) a person who owns or is otherwise insured in respect of Residential Property of which in Excess of 20% is commercially occupied <p>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.</p> <p>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.</p> |
| Property | <p>For the purposes of this Section only, all property whatsoever, but excluding:</p> <ul style="list-style-type: none"> (a) any land or Building which is occupied as a private residence or any part thereof which is so occupied, unless <ul style="list-style-type: none"> (i) insured under the same contract of direct insurance as the remainder of the Building which is not a private residence or (ii) not insured in the name of an individual (b) 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 | <p>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.</p> <p>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.</p> |

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**

- (a) in all the total **Sum Insured**
- (b) 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;
 - (i) **Damage** to or the destruction of any Computer System or
 - (ii) 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 6 conditions.

(also refer to the Policy Conditions)

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

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

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

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 7 | LEGAL EXPENSES

(only Operative if Stated in the **Schedule**)

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

terms of cover.

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, Advisers' Costs payable by **Us** are limited to no more than (a) **Our** Standard Advisers' Costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Claims must be reported to **Us** within 180 days of the Insured Event other than in relation to section of cover **Tenant** Eviction where claims must be submitted within 45 days of the Insured Event. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. **Failure** to notify the claim within this time will invalidate the insurance.

The insurance covers Advisers' Costs up to the Maximum Amount Payable where:

- (a) The Insured Event takes place in the **Period of Insurance** and within the **Territorial Limits** and
- (b) The Legal Action takes place in the **Territorial Limits**.

This insurance does not provide cover where something **You** do, or fail to do, prejudices **Your** position or the position of the **Insurer** in connection with the Legal Action.

important conditions.

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of **Money** at stake, enforcing a judgment or achieving an outcome which best serves **Your**

interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the Advisers' Costs to deal with **Your** claim must not be more than the amount of **Money** in dispute. The estimate of the Advisers' Costs will be provided with the assessment of **Your** case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case

Giving the Insurer all the important information

If **You** are a private individual the following applies to You:

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information **You** give is not full or is untrue **Your** cover may be affected and the **Insurer** might

- (a) cancel **Your** policy and refuse to pay any claim or
- (b) not pay the full amount of the claim.

We will write to **You** if the **Insurer**:

- (a) is going to cancel **Your** policy; or
- (b) needs to change the terms of **Your** policy; or
- (c) needs **You** to pay more for **Your** insurance.

If **You** realise that information **You** have given is incomplete or untrue, **You** must inform Us.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to You:

What is a Material Fact

A material fact is information that will influence the **Insurers'** decision whether or not to insure **You** and, if it does, the terms that will apply. For the purposes of the duty of fair presentation, **You** are expected to know the following:

- (a) If **You** are an individual (such as a sole trader or individual partner):
 - what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
 - what should reasonably be revealed by a reasonable search of the information available to You. The information may be held within **Your** organisation (for example by, subsidiaries, affiliates, the **Broker** or any other person who will be covered under this insurance).

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted

- by making enquiries or by any other means

(c) Whether **You** are an individual or not,

- what should reasonably be revealed by a reasonable search of the information available to **You**.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- (a) where the breach was deliberate or reckless, the **Insurer** may void this policy, refuse all claims and keep all premiums paid.
- (b) where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the policy on any terms, it might void this policy and refuse all claims, but it will return any premiums paid.
- (c) where the breach was neither deliberate nor reckless and, but for the breach, it would have agreed to provide cover under this policy but on different terms (other than premium terms), it might require that this policy includes such different terms with effect from its commencement, and/or
- (d) where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a

SECTION 7A | RESIDENTIAL AND COMMERCIAL LANDLORDS LEGAL EXPENSES INSURANCE

Legal Helplines

You can use the helpline service to discuss any legal problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the **Period of Insurance**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone 01384 887585 and quote “Bspoke – Specialist Let Landlords”.

To maintain an accurate record **Your** telephone call may be recorded.

sections 7A definitions.

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

| | |
|------------------------------------|---|
| Adviser | Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You |
| Advisers' Costs | Reasonable legal fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment |
| Data Protection Legislation | The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event |
| Deposit | The sum of Money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Property Owners Insurance Policy Wording v2.1 Page 94 Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement . A minimum amount equal to one month's Rent must be retained as the Deposit. Deposit replacement insurance may be purchased in lieu of a Deposit, however this must meet or exceed the minimum sum above |
| Dilapidations Inventory | A full and detailed inventory of Your Contents and their condition within the Insured Property which has been signed by the Tenant . |
| Guarantor | The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement . |
| Insured Event | The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. |
| Insured Property | The Insured Property shown in the Insurance Schedule and declared to Insurers |

| | |
|---|---|
| Insurers | For policies up to and including 31st January 2025: AmTrust Europe Limited For policies from and after 1st February 2025: AmTrust Specialty Limited |
| Legal Action | The pursuit of civil legal cases for Damages or injunctions and the defence of criminal prosecutions. |
| Legal Helpline | The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which might give rise to a claim under this insurance. |
| Maximum Amount Payable | <p>The maximum payable in respect of an Insured Event is stated below:</p> <p>Tenant Eviction and Rent Arrears Pursuit: £50,000 any one claim Property Infringement: £50,000 any one claim Property Damage: £50,000 any one claim Legal Defence: £50,000 any one claim Hotel Expenses: £150 per day up to a maximum of 30 days Storage Costs: £10 per day up to a maximum of 28 days</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time</p> |
| Period of Insurance | This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, these legal expenses insurance will also be cancelled, suspended or withdrawn |
| Rent | The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement |
| Standard Advisers' Costs | The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents |
| Tenancy Agreement/ Occupation Contract | <p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which is:</p> <p>(a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or the Renting Homes (Wales) Act 2016 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or</p> <p>(b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England</p> |

| | |
|-------------------------|---|
| | <p>and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes of the Tenant's Employees and their family, or</p> <p>(c) a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the Rent is in Excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:</p> <ul style="list-style-type: none"> i) Appropriate for the tenancy; and Property Owners Insurance Policy Wording v2.1 Page 96 ii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; and iii) Free from any unreasonably restrictive covenants <p>If the Tenancy Agreement is for a commercial Tenant it must be compliant with the Landlord and Tenant Act 1954 (Part 2).</p> <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p> <p>In Wales, a break clause is only possible if it is inserted into a fixed term Occupation Contract of at least two years, and You are not able to enforce this break clause within the first 18 months of an Occupation Contract.</p> |
| Tenancy Period | The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or Tenant prior to any breach of the terms of the Tenancy Agreement by the Tenant , in which case the Tenancy Period will end at expiry of such notice |
| Tenant | The occupier of the Insured Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants , afford to cover the cost of the Rent in full. |
| Tenant Reference | <p>For residential Tenants:</p> <p>A credit check against the Tenant and any Guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the Tenant's Rent. If all of the above are not available or in the case of student Tenants or Tenants</p> |

| | |
|---------------------------|---|
| | <p>receiving any income or housing related government benefit, a full Tenant Reference showing a Pass on the Tenant and Guarantor must be obtained from Our approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website; http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php</p> <p>For commercial Tenants: Property Owners Insurance Policy Wording v2.1 Page 97 A full comprehensive referencing check showing a pass on the Tenant and Guarantor must be obtained from one of Our approved Tenant referencing companies. Details of Our approved Tenant referencing companies are available online at http://www.arclegal.co.uk/informationcentre/index.php</p> |
| Territorial Limits | The United Kingdom |
| We/Us/Our | Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Insurers . |
| You / Your | The individual or organisation shown in the insurance Schedule as the policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers . If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death. |

sections 7A standard cover.

Tenant Eviction and Pursuit of Rent Arrears

What is insured

You are covered for Advisers' Costs to pursue:

- (a) Legal Action against a **Tenant** or Guarantor to recover possession of the Insured Property where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the Insured Property
- (b) a **Tenant** or Guarantor for Rent arrears owed on a tenancy relating to the Insured Property once possession has been gained

What is not insured:

Claims

- (a) where **You** fail to provide evidence that **You** successfully completed a **Tenant** Reference on the **Tenant** (and Guarantor if required) prior to the start of the

Tenancy Agreement or where the **Tenancy Agreement** started more than 31 days after the **Tenant** Reference arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**

(b) arising from dilapidations unless the missing or **Damaged** items were contained within a Dilapidations Inventory

(c) falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**

(d) relating to the payment or non-payment of service charges as defined within the Landlord and **Tenant** Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**

(e) where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office f) where the Insured Property is not solely residential

(g) where the **Tenant** is not aged 18 years or over

(h) where **You** have allowed the **Tenant** into possession of the Insured Property before the **Tenancy Agreement** has been signed by all parties, a **Tenant** Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the **Tenant**

(i) where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with

(j) if **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant** Reference k) where the **Tenant** received a **Tenant** Reference subject to a Guarantor and the Guarantor was not correctly assigned to the **Tenancy Agreement**

(l) where **You** are in breach of any rules, regulations or Acts of parliament relating to the Deposit

(m) in relation to dilapidations by the **Tenant** to the Insured Property or its **Contents** where **You** have a policy of insurance that covers the dilapidations

(n) relating to any occupant of the Insured Property over the age of 18, other than the **Tenant**

(o) where Advisers' Costs have been incurred as a result of **Your Failure** to follow the advice of the Adviser or arising from **Your Failure** to take any action recommended by **Us** or the Adviser to recover possession of the Insured Property as promptly as possible

(p) in connection with Occupation Contracts in Wales where **You** are not registered with 'Rent Smart Wales' or **You** do not hold a relevant licence to rent the Insured Property.

Property Infringement

What is insured

Legal Action for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the Insured Property. The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not insured:

Claims arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

Property Damage

What is insured

Advisers' Costs to pursue **Your** legal rights for financial compensation for **Damages** against a person or organisation that causes physical **Damage** to the Insured Property. The **Damage** must have been caused after **You** first purchased this insurance.

Legal Defence

What is insured

You are covered for Advisers' Costs to defend civil and criminal prosecutions brought against **You** in relation to the Insured Property.

You must take all reasonable steps to comply with any Regulations and keep evidence of compliance.

What is not insured:

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

Hotel Expenses & Storage Costs

What is insured

(a) Hotel expenses incurred by **You**, whilst **You** try to get a possession order for **Your** Insured Property so **You** can live in it subject to the following conditions:

- (i) **You** have nowhere else to stay.
- (ii) A claim under **Tenant** Eviction is being pursued.
- (iii) Evidence is provided for the costs incurred by **You** staying in a hotel.
- (iv) Cover will cease as soon as possession of the Insured Property has been gained and it is in a habitable condition

(b) Costs incurred by **You** to store **Your** household possessions while **You** are unable to reoccupy the Insured Property subject to the following conditions:

- (i) A claim is being pursued under hotel expenses above
- (ii) Evidence is provided for the storage costs incurred by You

sections 7A general exclusions.

The following Exclusions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the Policy Exclusions)

There is no cover:

- (a) Where the Insured Event occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
- (b) Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the Legal Action or prolongs the length of the claim
- (c) Arising from a dispute between **You** and **Your** agent or mortgage lender
- (d) Where the Insured Event began to occur or had occurred before **You** purchased this insurance
- (e) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- (f) Where **You** have breached a condition of this insurance
- (g) Where Advisers' Costs have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- (h) For any claim which is not submitted to **Us** within 180 days of the Insured Event occurring other than in relation to section of cover **Tenant** Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the Insured Event
- (i) For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- (j) For **Damages**, interest, fines or costs awarded in criminal courts
- (k) Where **You** have other legal expenses insurance cover
- (l) For claims made by or against Bspoke Insurance Services, the **Insurers**, the Adviser or **Us**
- (m) For appeals without the prior written consent of **Us**
- (n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the Adviser
- (o) Where an estimate of **Your** Advisers' Costs of acting for **You** is more than the amount in dispute
- (p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

There is no cover for any claim arising from:

- (a) Works undertaken or to be undertaken by or under the order of any government or public or local authority
- (b) Planning law
- (c) The construction of or structural alteration to
- (d) Defamation or malicious falsehood
- (e) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation

- (f) Any venture for gain or **Business** project of Yours other than in relation to **Your** activities as a Landlord
- (g) A dispute between persons insured under this policy
- (h) An application for Judicial Review
- (i) A novel point of law

Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Cyber Attack Exclusion

The **Insurer** will not pay for any loss, **Damage**, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 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 other than by virtue of this Act.

Claims

- (a) **You** must report claims as soon as possible within 180 days of the Insured Event other than in relation to section of cover **Tenant** Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the Insured Event, by completing and submitting the claim form with all relevant information.
- (b) If Rent is overdue the **Tenant** and any Guarantor must be contacted within seven days to establish the reason for the default. If the Rent is not paid within a further seven days the **Tenant** and any Guarantor must be contacted again. If the **Tenant**/Guarantor cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the Insured Property. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- (c) **You** and **Your** agent must act promptly to gain vacant possession of the Insured Property and recover Rent arrears. Property Owners Insurance | Policy Wording v2.1 Page 102
- (d) In the event of a claim, **You** or **Your** agent must prepare a detailed **Schedule** of dilapidations as soon as reasonably possible after the **Tenant** has vacated the Insured Property.
- (e) **You** and/or **Your** agent must attend any court hearing in relation to an Insured Event if requested to do so by **Us** or the Adviser. **Failure** to attend

will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.

- (f) **We** may investigate the claim and take over and conduct the Legal Action in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the Legal Action.
- (g) **We**, on behalf of **Insurers** have the right under subrogation to pursue Legal Action against the **Tenant** or any Guarantor to recover Rent and Advisers' Costs.
- (h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative Adviser to act for **You**, **You** may do so. The Adviser must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- (i) The Adviser will:
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) keep **Us** regularly advised of Advisers' Costs incurred.
 - iv) advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) attempt recovery of costs from third parties.
- (j) In the event of a dispute arising as to Advisers' Costs, **We** may require **You** to change Adviser.
- (k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- (l) **You** shall supply all information requested by the Adviser and **Us**.
- (m) **You** are liable for any Advisers' Costs if **You** withdraw from the Legal Action without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- (n) Any monies recovered from the **Tenant** or Guarantor will be retained by **Us** to pay for any Advisers' Costs that has been paid by **Insurers** under this insurance.

Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- (a) Being able to recover the amount of **Money** at stake
- (b) Being able to enforce a judgement

- (c) Being able to achieve an outcome which best serves **Your** interests

sections 7A conditions.

Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of **Damages** that **You** are claiming in the Legal Action. Advisers' Costs in **Excess** of the amount of **Damages** that **You** are able to claim from **Your** opponent will not be covered.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, **We**:

- (a) Will not be liable to pay the fraudulent claim
- (b) May recover any sums paid to **You** in respect of the fraudulent claim
- (c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us
- (d) Will no longer be liable to **You** in any regard after the fraudulent act.

Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other **Insurer** refuses the claim.

Cancellation

Your right to cancel:

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

The **Insurer's** right to cancel: The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the **Schedule**, or alternative address provided by You. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example

- (a) Where **We** have a reasonable suspicion of fraud

- (b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

SECTION 7B | HOLIDAY HOMES LEGAL PROTECTION

Holiday Homes Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This cover is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act

section 7B definitions.

Where the following words appear in bold within this insurance they have these special meanings

| | |
|-----------------------------|---|
| Adviser | Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You |
| Advisers' Costs | Reasonable legal fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment |
| Conflict of Interest | There is a conflict of interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a |

| | |
|---------------------------------|---|
| | significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party. |
| Insured Event | The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. Criminal Proceedings In criminal cases the Insured Event will be the date that You commenced or are alleged to have commenced to violate the criminal law in question. For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time. |
| Insured Property | The Property Insured under the underlying Holiday Home policy to which this insurance attaches. |
| Insurers | For policies starting up to and including 31st January 2025: AmTrust Europe Limited For policies starting from and after 1st February 2025: AmTrust Specialty Limited |
| Legal Action | The pursuit or defence of civil legal cases for Damages or injunctions and the defence of criminal prosecutions |
| Legal Helpline | The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which might give rise to a claim under this insurance. |
| Maximum Amount Payable | The maximum amount payable in respect of an Insured Event is £50,000. Occupier(s) The person(s) named in the agreement to occupy the Insured Property. At least one of the Occupiers must be aged 18 years or over |
| Period of Insurance | This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, these legal expenses insurance will also be cancelled, suspended or withdrawn |
| Standard Advisers' Costs | The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice |
| Territorial Limits | The United Kingdom , the Isle of Man and the Channel Islands |
| Vehicle | Any motor vehicle or motorcycle owned by You. |
| We/Us/Our | Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer . |

You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

section 7B standard cover.

Consumer Pursuit

What is covered:

Advisers' Costs to pursue a Legal Action following a breach of a contract for buying or renting goods or services for **Your** private use in relation to the Insured Property. The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- (a) Where the amount in dispute is less than £250 plus VAT
- (b) Involving a Vehicle owned by **You** or which **You** are legally responsible for
- (c) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Consumer Defence

What is covered:

Advisers' Costs to defend a Legal Action brought against **You** following a breach of a contract for selling goods (in a private capacity) in relation to the Insured Property.

The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- (a) Where the amount in dispute is less than £250 plus VAT
- (b) Involving a Vehicle owned by **You** or which **You** are legally responsible for
- (c) In respect of works undertaken or to be undertaken by or under the order of any

Property Infringement

What is covered:

Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the Insured Property. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not covered:

Claims

- (a) For adverse possession
- (b) In respect of a contract **You** have entered into

- (c) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Personal Injury

What is covered

Costs to pursue a Legal Action, arising from an Insured Event, following an accident, resulting in **Your** personal **Injury** or death, against the person or organisation directly responsible.

If the Legal Action is going to be decided by a court in England or Wales and the **Damages** being claimed are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if **You**, or **Your** estate, fail to recover the **Damages** that being claimed in the Legal Action in full or in part. If the **Damages** being claimed are below the small claims track limit Advisers' Costs will not be covered but **You**, or **Your** estate, can access the Legal Helpline for advice on how to take the case further.

What is not covered:

Claims:

- (a) arising from medical or clinical treatment, advice, assistance or care
- (b) for stress, psychological or emotional **Injury** unless it arises from **You** suffering physical **Injury**
- (c) for illness, personal **Injury** or death caused gradually and not caused by a specific sudden event
- (d) involving a vehicle owned or driven by You

Property Damage

What is covered:

Advisers' Costs to pursue a Legal Action for financial compensation for **Damages** against a person or organisation that causes physical **Damage** to the Insured Property. The **Damage** must have been caused after **You** first purchased this insurance.

What is not covered:

Claims

- (a) In respect of a contract **You** have entered into
- (b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Criminal Prosecution

What is covered:

Advisers' Costs to defend criminal prosecutions brought against **You** in relation to the Insured Property under:

- (a) The Gas Safety (Installation and Use) Regulations 2018
- (b) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 2010
- (c) The Electrical Equipment (Safety) Regulations 2016

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**. **You** must take all reasonable steps to comply with the

Regulations and keep evidence of compliance. What is not covered: Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

section 7B general exclusions.

The following Exclusions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the Policy Exclusions)

There is no cover where:

- (a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- (b) An estimate of Advisers' Costs of acting for **You** is more than the amount in dispute
- (c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval **Your Insurers** repudiate the insurance policy or refuse indemnity

There is no cover for:

- (a) Claims over loss or **Damage** where that loss or **Damage** is insured under any other insurance
- (b) Claims made by or against **Your** insurance adviser, the **Insurer**, the Adviser, or Us
- (c) Any claim **You** make which is false or fraudulent or exaggerated
- (d) Defending Legal Actions arising from anything **You** did deliberately or recklessly
- (e) Costs if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

There is no cover for any claim directly or indirectly arising from:

- (a) A dispute between **You** and someone **You** live with or have lived with
- (b) **Your** business, trade or profession other than as an **Employee**
- (c) An application for a judicial review
- (d) Defending or pursuing new areas of law or test cases

Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Cyber Attack Exclusion

The **Insurer** will not pay for any loss, **Damage**, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to contract has no right under the Contracts (Rights of Third Parties) Act 1999 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 other than by virtue of this Act.

section 7B conditions.

Claims

- (a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- (b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- (c) **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any Advisers' Costs in **Excess** of **Our** Standard Advisers' Costs. The Adviser must represent **You** in accordance with **Our** standard conditions of appointment available on request
- (d) The advisor will
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of Advisers' Costs incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties
- (e) In the event of a dispute arising as to Advisers' Costs **We** may require **You** to change Adviser.

- (f) The **Insurer** shall only be liable for Advisers' Costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- (g) **You** shall supply all information requested by the Adviser and **Us**.
- (h) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- (i) **You** must instruct the Adviser to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- (a) Being able to recover the amount of **Money** at stake
- (b) Being able to enforce a judgement
- (c) Being able to achieve an outcome which best serves **Your** interests

Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of **Damages** that **You** are claiming in the Legal Action. Advisers' Costs in **Excess** of the amount of **Damages** that **You** are able to claim from **Your** opponent will not be covered.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Fraud

In the event of fraud, **We**:

- (a) Will not be liable to pay the fraudulent claim
- (b) May recover any sums paid to **You** in respect of the fraudulent claim
- (c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- (d) Will no longer be liable to **You** in any regard after the fraudulent act.

Other Insurances

If any claim covered under this insurance is also covered by another legal expenses policy or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other **Insurer** refuses the claim.

Cancellation

Your right to cancel:

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. If **You** cancel at any time after the first 14 days, **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim.

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the **Schedule**, or alternative address provided by You. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- (a) Where **We** have a reasonable suspicion of fraud
- (b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- (c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist

how to make a claim.

Claims must be notified to the Legal Helpline within 180 days of the Insured Event other than in relation to section of cover **Tenant** Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the Insured Event.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for You.

You can use the Legal Helpline service to discuss any legal problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the Legal Helpline for assistance.

Claims Line

You should telephone 01384 887 585 and quote “Bspoke – Specialist Let Landlords”.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:

<https://claims.arclegal.co.uk>

What happens next

You or **Your** agent must give all information requested by **Us** or the Adviser within five days of receiving the request for that information. **You** or **Your** agent must attend any court hearing if requested by the Adviser. This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Privacy and Data Protection Notice

(For the purpose of this Privacy and **Data** Protection Notice only, ‘We’ means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (**Data** Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust’s website at <https://amtrustinternational.com/dpn> or Arc’s website at www.arclegal.co.uk

What We do with Your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics. **We** will need it:
- to provide this insurance.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and **Money** laundering.

- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance **Brokers**, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local **Data** protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other **Business** or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our Data** Protection Officer.

What We do with Your personal information

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** in any way **You** choose:

Our contact details are

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

We will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

If **We** have provided **You** **Our** final response and **You** are still unhappy, or more than eight weeks has passed from when **We** received **Your** original complaint and **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see <https://www.financial-ombudsman.org.uk/>

The Financial Ombudsman Service contact details are

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

Authorisation

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.

For policies up to and including 31st January 2025

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.

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.

For policies from and after 1st February 2025:

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. 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 111 676



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Company Number 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB.

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