

# SPECIALIST UNOCCUPIED 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 Insurance UK Limited. 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

<b>Claim Notification Lines</b>	Claims helpline   02920 320839 Tax Claims Notification   01384 377000 Engineering Claims helpline   03301 003432	If <b>You</b> need to make a claim, <b>We</b> will tell <b>You</b> the process to follow. Please read the conditions and process before ringing the claims line.
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Thanks again for choosing Bspoke Property Owners, a trading name of Bspoke Commercial Ltd.

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 a 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:

<b>For claims under Sections 1, 2, 3 &amp; 5</b>	Claims helpline 02920 320839 Claims Email <a href="mailto:bspokecommercialclaims1@uk.sedgwick.com">bspokecommercialclaims1@uk.sedgwick.com</a>
<b>For claims under Section 4 (Equipment Breakdown)</b>	Claims helpline 03301003432 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.
- 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 2 – **Property** Owners Liability and Section 3 – 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 <a href="mailto:complaints@bspokecommercial.co.uk">complaints@bspokecommercial.co.uk</a> 0113 345 1768
Claims (other than Equipment Breakdown claims noted below)	Complaints Department Sedgwick International UK	Oakleigh House 14- 16 Park Place Cardiff CF10 3DQ <a href="mailto:bspokecommercialclaims1@uk.sedgwick.com">bspokecommercialclaims1@uk.sedgwick.com</a> 0345 850 0597
Equipment Breakdown Claims  Other HSB Complaints	Complaints Department HSB Engineering Insurance	Chancery Place 50 Brown Street Manchester M2 2JT <a href="mailto:claims@hsbeil.com">claims@hsbeil.com</a> 0330 100 3443 <a href="mailto:complaints@hsbeil.com">complaints@hsbeil.com</a>

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](http://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

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.

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](http://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, subject to **Us** receiving or retaining a minimum of 25% of the annual premium.

**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 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 4 – 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.

### 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 conditions.

The following conditions apply to this policy

## 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.

Where **You** are required to arrange insurance for the **Buildings** in the joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Buildings** as joint insured is noted.

**You** must provide details of any single contract valued in **Excess** of GBP 250,000 and pay any additional premium **We** may require.

## Property Inspections

Whilst the **Property** is **Unoccupied** inspections must be carried out at least once every 14 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.

## Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose **Us** 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 or any of its states.

## Subrogation

Anyone making a claim under this policy must, at **Our** request and expense, do everything **We** reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which **We** will become entitled or subrogated because of payment for or making good loss, destruction, **Damage**, accident or **Injury**.

**We** may require **You** to carry out such actions before or after **We** make any admission of or payment of a claim.

## 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

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) the **Buildings** are clear of all loose or moveable combustible items
- (f) all letterboxes are sealed to prevent insertion of material. **You** must inspect the **Property** at least fortnightly to check that the foregoing Conditions are observed. In the event of any breach of security of the **Buildings** or of malicious **Damage** or any evidence of unlawful entry or attempted entry to the **Buildings** **You** shall immediately
  - (a) carry out the necessary work to satisfy the above requirements
  - (b) notify **Us**.

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

## 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.

## Contact details

**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.

## Anything You are not clear about

If **You** have any questions, or if there is anything that **You** are unclear about, please contact **Us** at [Dataprotection@bspokecommercial.co.uk](mailto:Dataprotection@bspokecommercial.co.uk) and **We** will be happy to answer any queries **You** may have concerning this privacy notice or the way **We** process **Your** personal **Data**.

### Why is Your personal Data required?

The provision of **Your** personal **Data** is necessary for **Us** to manage the business relationship and meet any contractual obligations that **We** have with you. If **You** fail to provide the **Data**, it may mean that **We** are unable to manage the business relationship and hinder the performance of **Our** contractual obligations.

### What information do We collect about you?

**We** may collect the following personal **Data** about you:

- Information collected from you.
- When **You** provide **Your** business contact details to **Us** for potential business opportunities.
- When **We** collect personal **Data** as part of **Our** ongoing business dealings and development.
- Information collected from other sources.
- When one of Bspoke Property Owners's business partners introduces **You** to us, they will provide **Your** contact details.

The information collected may include the following categories:

- **Your** name and job title.
- **Your** company name and address.
- **Your** contact details, including email address and telephone number.

### Why do We process Your Data

**We** may process **Your** personal **Data** for the following reasons:

- **We** use **Your** personal **Data** as it is necessary to manage **Our** business relationship, including meeting **Our** contractual obligations to **You** and sending **You** communications in relation to this relationship.
- **We** use **Your** personal **Data** to undertake necessary due diligence prior to entering into a contract, such as conducting credit checks and fulfilling **Our** onboarding requirements.
- **We** may also use **Your Data** where there is not contractual relationship, and where **We** need to process **Your Data** for potential business opportunities. **We** can use **Your** personal **Data** in this way because it is in **Our** legitimate interests to network and grow the business.
- **We** use **Your** personal **Data** to send **You** communications with opportunities/products that **We** deem to be of interest to you. **We** can use **Your** personal **Data** in this way because it is in **Our** legitimate interests to network and grow the business.
- **We** use **Your** personal **Data** where required for **Us** to comply with **Our** legal obligations or to enforce or defend **Our** legal rights.

### How do We protect Your Data?

**We** take the security of **Your Data** seriously. **We** have internal policies and controls in place to try to ensure that **Your Data** is not lost, accidentally destroyed, misused or disclosed, and is not accessed by unauthorised individuals.

### How long do We keep Your Data for?

As a rule, where there is a contractual relationship, **We** will keep **Your** personal **Data** for seven years following the end of **Your** relationship with us. Where there is no contractual relationship formed, **We** will retain **Your** personal **Data** for two years. Following the end of the retention periods, **Your** personal **Data** will be securely destroyed.

### Who might We share Your Data with?

**Your** personal **Data** will be shared with Bspoke Property Owners **Employees** and may be shared with the following categories of third parties:

- **Insurers/ReInsurers**
- Third-party service providers that Bspoke Property Owners is contracted with, who process **Data** on **Our** behalf.

### Do We share Your Data outside the UK and EEA?

The personal **Data** that **We** process to manage the business relationship will not need to be shared with other organisations outside the UK or the EEA.

### When do We make automated decisions about you?

**We** will not make any automated decisions about you.

### Your rights as a Data subject

**We** thought it would be helpful to set out **Your** rights under the relevant **Data** protection legislation.

**You** have the right to:

- withdraw consent where that is the legal basis of **Our** processing.
- access **Your** personal **Data** that **We** process.
- rectify inaccuracies in personal **Data** that **We** hold about you.
- be forgotten, if the processing of **Your** personal **Data** is no longer necessary for the purposes it is collected for, **Your** details would be removed from systems that **We** use to process **Your** personal **Data**.
- restrict the processing in certain ways.
- obtain a copy of **Your Data** in a commonly used electronic form (if the legal basis of **Our** processing is consent or necessary for contract)
- object to certain processing of **Your** personal **Data** by us

# policy exclusions.

The following exclusions apply to this policy.

<b>Asbestos</b>	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 <b>Property</b> arising out of the presence of Asbestos including any product containing Asbestos.
<b>Computer</b>	Computer breakdown or <b>Failure</b> .
<b>Cyber</b>	<p>Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic <b>Data</b> being lost, destroyed, distorted, altered, or otherwise corrupted.</p> <p>For the purposes of this Policy, Electronic <b>Data</b> shall mean facts, concepts and information stored to form useable <b>Data</b> for communications, interpretations, or processing by electronic or electromechanical <b>Data</b> processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of <b>Data</b>, or the direction and manipulation of such hardware.</p> <p>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.</p>
<b>Domestic Pets</b>	Loss or <b>Damage</b> caused by domestic pets, insects or vermin.
<b>Drug Use</b>	<b>You</b> being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
<b>Existing Buildings</b>	<b>Damage</b> to areas of an existing <b>Building</b> which is under construction and not yet complete and/or has not had a Certificate of Practical Completion issued.
<b>Faulty Workmanship</b>	<b>Damage</b> caused by faulty or defective workmanship caused by <b>You</b> or any of <b>Your Employees</b> .

<b>Illegal Activities</b>	<b>We</b> will not pay for any loss, <b>Damage</b> or liability arising from any illegal or criminal act by <b>You</b> or any family member or <b>Employee</b> , any paying guest, lodger, tenant or anyone lawfully in the <b>Property</b> .
<b>Northern Ireland</b>	This policy does not cover loss or <b>Damage</b> to any <b>Property</b> 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.
<b>Other Insurances</b>	<b>We</b> will not pay any claim where there is another insurance policy in force in <b>Your</b> name which covers <b>You</b> for the same loss or liability.
<b>Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion</b>	<p>This <b>Endorsement</b> modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p><b>Bodily Injury And Property Damage Liability:</b></p> <p><b>Exclusions</b></p> <p>This insurance does not apply to:</p> <p>Perfluoroalkyl And Polyfluoroalkyl Substances</p> <p>(a) "Bodily <b>Injury</b>" or "<b>Property Damage</b>" 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".</p> <p>(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.</p> <p>The following definition applies:</p> <p>"Perfluoroalkyl or polyfluoroalkyl substances" means any:</p> <ol style="list-style-type: none"> <li>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:</li> </ol> <p>(a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;</p>

- (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
- (a) 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.

#### **Exclusions**

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

#### **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:

(a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- erfluorinated methyl group (-CF<sub>3</sub>); or
- perfluorinated methylene group (-CF<sub>2</sub>-); or

(b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or

(c) 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

(d) 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

	<p>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:</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(d) <b>Failure</b> to report any PFAS-containing products or materials to authorities; or</p> <p>(e) <b>Failure</b> 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.</p>
<p><b>Pressure Waves and Sonic Bangs</b></p>	<p>Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.</p>
<p><b>Radioactive, Biological or Chemical Contamination</b></p>	<p>This policy does not cover any death or disablement, loss or destruction of or <b>Damage</b> to any <b>Property</b>, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none"> <li>• Ionising radiation or <b>Contamination</b> 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.</li> <li>• Biological or chemical <b>Contamination</b> or malicious use of pathogenic or poisonous biological or chemical materials due to an Act of Terrorism including steps taken to prevent, suppress, control,</li> <li>• or reduce the consequences of any actual, attempted, threatened, suspected, or perceived Act of Terrorism</li> </ul>

	<ul style="list-style-type: none"> <li>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.</li> </ul>
<b>Sanctions</b>	<p>The <b>Insurer</b> 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 <b>Insurer</b> to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, <b>United Kingdom</b> or United States of America</p>
<b>Terrorism</b>	<p>An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>This Policy also excludes loss, <b>Damage</b>, 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.</p> <p>In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
<b>Virus, Disease and Pandemic</b>	<p>(not applicable to Employers' Liability Section)</p> <p>Notwithstanding any provision to the contrary within this policy, within any <b>Endorsement</b> to this policy or within any extension to this policy, this policy and its <b>Endorsements</b> (if any) and its extensions (if any) exclude any loss, <b>Damage</b>, liability, claim, cost or expense (whether such loss, <b>Damage</b>, 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:</p> <ol style="list-style-type: none"> <li>Coronaviruses;</li> <li>Coronavirus disease (COVID-19);</li> <li>Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);</li> <li>any mutation of or variation of a), b) or c) above;</li> <li>any infectious disease that is designated or treated as a pandemic by the World Health Organisation;</li> <li>any fear or anticipation of a), b), c), d) or e) above;</li> </ol>

	<p>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.</p>
<p><b>War or Conflict</b></p>	<p>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</p> <p>a)</p> <ul style="list-style-type: none"> <li>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</li> <li>II. mutiny or military uprising, martial law 16 <b>Property Owners</b> 19.04.23 V1</li> </ul> <p>a) nationalisation, confiscation, requisition, seizure, <b>Damage</b> or destruction by or by order of any government or any local or public authority, and</p> <p>b) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.</p> <p>However, exceptions (a) (b) and (c) do not apply to the following Sections, when insured by this policy (i) Section 3 – Employers’ Liability (ii) Section 6 – Terrorism</p>
<p><b>Wear and Tear</b></p>	<p>Wear and tear, depreciation, fungus, Wet or dry rot, infestation, toxic mould, vermin or insect <b>Damage</b>, mechanical or electrical fault, rusting or corrosion, process of cleaning, repairing, restoration, renovating or any anything which happens gradually.</p>

# 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. Words shown in bold in this Policy are defined terms and have specific meanings as set out in the definitions section.

<b>Accidental Damage</b>	Sudden and unintentional physical <b>Damage</b> which happens unexpectedly.
<b>Broker</b>	The insurance <b>broker</b> or intermediary <b>You</b> purchased this policy through and who is authorised and regulated by the Financial Conduct Authority.
<b>Building(s)</b>	<p>The <b>Buildings</b> 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"> <li>• small outbuildings, annexes, gangways, fire escapes, sheds, garages and other such ancillary structures;</li> <li>• fixed fuel oil or water tanks, hoists and their ancillary equipment and pipework;</li> <li>• cess pits and septic tanks;</li> <li>• roads, carpark, yards, forecourts, pavements, drives, footpaths, patios and terraces;</li> <li>• telephone, gas, water and electrical instruments, meters, piping, cabling or similar belonging to <b>You</b> at the premises and which extends to the public mains</li> <li>• walls, gates, hedges, fences and railings;</li> <li>• swimming pools, ornamental ponds and tennis courts</li> <li>• all landlords <b>Fixtures and Fittings</b> including fixed glass and fixed sanitaryware</li> </ul> <p>owned by You, or for which <b>You</b> are legally responsible, and located at the address(es) shown on <b>Your Policy Schedule..</b></p>
<b>Damage/Damaged</b>	Physical loss or destruction of or <b>Damage</b> to the <b>Property</b> Insured
<b>Data</b>	<p>All information which is:</p> <ol style="list-style-type: none"> <li>(a) electronically stored</li> <li>(b) electronically represented</li> <li>(c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of <b>Data</b></li> </ol> <p>including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.</p>

<b>Employee</b>	<p>Anyone under a contract of service or apprenticeship with you.</p> <p>Anyone who is:</p> <ul style="list-style-type: none"> <li>• employed by <b>You</b> or for <b>You</b> on a labour only basis</li> <li>• self-employed</li> <li>• hired to <b>You</b> or borrowed by <b>You</b> from another employer</li> <li>• a voluntary helper or taking part in a work experience or training scheme and under <b>Your</b> control or supervision.</li> </ul>
<b>Endorsement</b>	A change in the terms and conditions of this Policy that can extend or restrict cover.
<b>Excess</b>	The first amount of each claim payable by <b>You</b> as detailed on the <b>Policy Schedule</b> for the relevant section.
<b>Fixtures and Fittings</b>	Permanent <b>Fixtures and Fittings</b> of <b>Your Property</b> which <b>You</b> own or are responsible for including any built in furniture, kitchen and bathroom fittings, built in appliance, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters.
<b>Failure</b>	<p>Any partial or complete reduction in the:</p> <p>(a) performance</p> <p>(b) availability</p> <p>(c) functionality</p> <p>(d) ability to recognise or process any date or time</p> <p>of any:</p> <p>(i) computer and electronic equipment</p> <p>(ii) electronic means of communication</p> <p>(iii) Web site.</p>
<b>Injury</b>	Bodily <b>Injury</b> including death, illness, disease or nervous shock.
<b>Insurer</b>	In respect of sections 1 to 3, means Accelerant Insurance UK Limited.
<b>Landlord's Contents</b>	<p>Household goods and furniture, carpets and fittings</p> <p>Domestic appliances, televisions, radios, satellite dishes and associated equipment for which <b>You</b> are responsible, as detailed in the landlord's <b>Property</b> inventory forming part of the tenancy agreement and contained within the <b>buildings</b>,</p> <p><b>Landlord's Contents</b> does not include <b>Valuables</b>, mobile phones and computer equipment, clothing, sports equipment and pedal cycles.</p>

<b>Lived In</b>	Regularly carrying out day-to-day activities such as bathing, cooking, eating and sleeping in the <b>Property</b> . This does not include occasional visits or stays.
<b>Loss of Data</b>	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of, or <b>Damage to, Data</b> , of whatsoever nature, in whole or in part, including, but not limited to, <b>Loss of Data</b> resulting from <b>Damage</b> to Computer and Electronic Equipment or <b>Data</b> Storage Materials, including while stored on <b>Data</b> Storage Materials.
<b>Money</b>	Cash (notes and coins), cheques, giro cheques, travellers cheques, postal or <b>Money</b> 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 <b>You</b> or which are <b>Your</b> responsibility
<b>Peril</b>	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, <b>Storm</b> , 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, theft or attempted theft, and, subsidence, ground heave or landslip.
<b>Period of Insurance</b>	The period specified on <b>Your Policy Schedule</b> .
<b>Pollution and/or Contamination</b>	(a) <b>Pollution</b> or <b>Contamination</b> of <b>buildings</b> or other structures or of water or land or the atmosphere and (b) all loss, <b>Damage to Property</b> and Bodily <b>Injury</b> directly or indirectly caused by such <b>Pollution</b> or <b>Contamination</b> .
<b>Policy Schedule</b>	The document attaching to this policy that contains details of the Insured, the Premises, the Sections of cover, any <b>Excess(es)</b> and <b>Endorsements</b> that are operative.
<b>Property</b>	The <b>buildings</b> at the address(es) in the <b>United Kingdom</b> and shown on <b>Your Policy Schedule</b> .

<b>Storm</b>	<p>A period of violent weather defined as:</p> <ul style="list-style-type: none"> <li>• Wind speeds with gusts of at least 48 knots (55mph)* or;</li> <li>• Torrential rainfall at a rate of at least 25mm per hour or;</li> <li>• Snow to a depth of at least one foot (30 cm) in 24 hours or;</li> <li>• Hail of such intensity that it causes <b>Damage</b> to hard surfaces or breaks glass</li> </ul> <p>*Equivalent to Storm Force 10 on the Beaufort Scale.</p>
<b>Sum Insured</b>	The amounts insured by <b>Us</b> which are shown on the <b>Policy Schedule</b> .
<b>Tenant(s)</b>	A person occupying <b>Your Property</b> and named on the <b>Tenancy Agreement</b> .
<b>Tenancy Agreement</b>	<p>A <b>Tenancy Agreement</b>, in writing, made between <b>You</b> and the tenant, which is:</p> <ul style="list-style-type: none"> <li>• an Assured Shorthold <b>Tenancy Agreement</b>, within the meaning of the Housing Acts 1988 and 1996; or</li> <li>• a Short-Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988; or</li> <li>• a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016; or</li> <li>• a <b>Tenancy Agreement</b> in which the tenant is a limited company; or</li> </ul> <p>Any other residential tenancy as agreed by <b>Us</b> in writing.</p> <p>In Northern Ireland, the agreement between <b>You</b> and the tenant to let the <b>Property</b> must not be a:</p> <ul style="list-style-type: none"> <li>• Protected Tenancy; nor a</li> <li>• Statutory Tenancy within the meaning of the Rent (NI) Order 1978; nor a</li> <li>• Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983; nor a</li> <li>• <b>Tenancy Agreement</b> in which the tenant is a limited company; nor a</li> <li>• <b>Tenancy Agreement</b>; nor a</li> <li>• lease of a commercial premises.</li> </ul>
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
<b>United Kingdom</b>	England, Scotland, Wales and Northern Ireland.
<b>Unoccupied</b>	When the premises are closed for business and/or not <b>Lived In</b> for a period more than 30 consecutive days for residential premises and commercial premises.

<b>Valuables</b>	Items made from or containing precious stones, jewellery, watches, works of art, <b>Money</b> , coins or stamps in a collection, furs, items or sets or collections of precious metals.
<b>Vermin</b>	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.
<b>We/Us/Our</b>	Bspoke Property Owners on behalf of the <b>Insurer</b>
<b>You/Your</b>	The person or persons named in the <b>Policy Schedule</b> who is a permanent resident in the <b>United Kingdom</b> .

# Your cover.

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

## SECTION 1 | PROPERTY DAMAGE

### standard cover.

What is Covered	What is Not Covered
<p><b>We</b> will pay up to the <b>Sum Insured</b> shown on <b>Your Policy Schedule</b> for loss or <b>Damage</b> to the <b>buildings</b> as a result of.</p>	<p>The <b>Excess</b> as detailed in <b>Your Policy Schedule</b></p>
<p>1. Fire, smoke, explosion, lightning, or earthquake.</p>	<p>Loss or <b>Damage</b> caused by tobacco burns, unless accompanied by flames.</p> <p>Fire caused by the application of heat whilst undergoing any renovation works.</p> <p>Fire caused by any illegal activities.</p>
Covered if shown on the Policy Schedule	What is Not Covered
<p>2. <b>Storm</b>, flood or weight of snow.</p>	<p>Loss or <b>Damage</b>:</p> <ul style="list-style-type: none"> <li>• caused by frost</li> <li>• to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, ornamental ponds and tennis courts</li> <li>• caused by rising water table levels.</li> </ul>

<p>3. Escape of water or oil from any fixed water or heating installation, storage tanks, apparatus and pipes.</p>	<p>Loss or <b>Damage</b>:</p> <ul style="list-style-type: none"> <li>caused by freezing of water in any fixed water or heating installation, apparatus and pipes if <b>Your Property</b> is <b>Unoccupied</b> during the months of October through to April. (This exclusion shall not apply if <b>Your Property</b> is constantly heated to a temperature of at least 10 degrees centigrade during these months and agreed by <b>Us</b> in writing)</li> </ul>
	<ul style="list-style-type: none"> <li>caused by <b>Failure</b> or lack of sealant and/or grout</li> <li>caused by the overflowing of water from sinks, wash basins, bidets, showers and baths as a result of taps being left on in <b>Your Property</b></li> <li>caused to the apparatus from which water and/or or oil has escaped</li> <li>caused by subsidence, heave or landslip</li> <li>to the plumbing outside <b>Your Property</b></li> <li>The costs of removing and replacing any part of the <b>buildings</b> to find and repair the source of any escape of water or oil.</li> </ul>
<p>4. Theft or attempted theft.</p>	<p>Loss or <b>Damage</b>:</p> <ul style="list-style-type: none"> <li>caused by deception (unless deception is used solely to gain entry to <b>Your Property</b>)</li> <li>by any tenant or person lawfully on <b>Your Property</b></li> <li>where there is no evidence of violent and forcible entry or exit.</li> <li>Of <b>Property</b> in the open or from any open fronted <b>buildings</b></li> </ul> <p>Of <b>Property</b> in the open or from any open fronted <b>buildings</b></p>
<p>5. Impact by any animal, vehicle, aircraft or flying objects (including items dropped from them).</p>	<p>Loss or <b>Damage</b> caused by pets or any domestic animal.</p>

6. Riot, civil commotion, strike and political disturbances.	
7. Subsidence, landslip or heave of the site upon which the <b>buildings</b> stand.	<p>Loss or <b>Damage</b>:</p> <ul style="list-style-type: none"> <li>• caused by erosion of any coast or riverbank</li> <li>• to domestic fixed fuel-oil tanks, sunken swimming pools, ornamental ponds, tennis courts, drives, patios and terraces, walls, gates and fences (unless the main <b>building</b> is <b>Damaged</b> at the same time and by the same cause)</li> <li>• caused by structural repairs, alterations, demolitions or extensions that <b>You</b> make</li> <li>• caused by the movement of solid floors, (unless the foundations beneath the outside wall of the main <b>building</b> are <b>Damaged</b> at the same time and by the same cause)</li> <li>• to <b>buildings</b> caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the <b>buildings</b>.</li> <li>• Normal settlement, shrinkage or expansion.</li> </ul>
8. Falling trees, telegraph poles, fixed aërials, satellite dishes, solar panels and masts.	<p>Loss or <b>Damage</b>:</p> <ul style="list-style-type: none"> <li>• caused by maintenance to trees</li> <li>• to gates, fences and hedges</li> <li>• to aërials, satellite dishes and masts.</li> </ul> <p>The costs of removal if the fallen tree has not <b>Damaged</b> the <b>Property</b>.</p>
9. Malicious <b>Damage</b> or vandalism	Loss or <b>Damage</b> caused person lawfully on the <b>Property</b> .

# section extensions.

The following extensions of cover are automatically included within **Your** policy and will show as insured on **Your** Schedule.

## 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 £1000.

## 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.

## 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 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.

## 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 3 – **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.

### Unfixed Building Materials

**We** will pay **You** in respect of **Damage** to any unfixed **building** materials at the premises which are on site to be used in the renovation of the Premises insured on the **Policy Schedule**. Cover is restricted to Fire, Lighting, Explosion and Aircraft only.

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

## section conditions.

### Settling Claims

**We** can choose to settle **Your** claim by rebuilding, repairing or replacing the **Damaged** part or item(s) using **Our** suppliers. If **We** choose to replace **Your** part or item(s), this will either be on a like for like basis or with the nearest currently available equivalent.

**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.

Any work carried out by **Our** suppliers is guaranteed for 12 months. **We** don't provide any guarantee for work carried out by **Your** 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 **buildings Sum Insured** shown on **Your Policy Schedule** or
- the full cost of rebuilding **Your buildings**, 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 the **buildings** 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 buildings**, **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.

**We** will not reduce the **Sum Insured** under this policy following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or **Damage**.

#### Excess

**You** will have to pay any **Excess** shown on **Your Policy Schedule**. **We** will only deduct one **Excess** for each claim. If **We** have asked a supplier to deal with all or part of **Your** claim, **We** may ask them to collect the **Excess** from you.

#### 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 which forms part of a pair, set, suite or part of a common design.

#### Index Linking

If **You** have provided **Your broker** with the **Sum Insured** in respect of Landlords Contents, these may be adjusted each month in accordance with the consumer durables section of the Retail Price Index, or another appropriate index.

At each renewal **You** will be requested to provide or confirm the **Sum Insured** which will be used as the basis to calculate the premium required. The **Sum Insured** will be shown on the renewal **Policy Schedule**.

# SECTION 2 | PROPERTY OWNERS LIABILITY

## standard cover.

What is Covered	What is Not Covered
<p><b>We</b> will pay up to the <b>Sum Insured</b> shown on <b>Your Policy Schedule</b> for <b>Your</b> legal liability in the areas below.</p>	<p>The <b>Excess</b> as detailed in <b>Your Policy Schedule</b></p>
<p><b>Property Owners Liability</b></p> <p><b>We</b> will pay for <b>Your</b> legal liability to any person, in respect of all sums for which <b>You</b> are legally liable, as the owner of the <b>buildings</b></p> <ul style="list-style-type: none"> <li>i) to pay as compensation for accidental death or <b>Injury</b> to any person, or</li> <li>ii) loss or <b>Damage</b> to third party <b>Property</b>.</li> </ul> <p><b>We</b> will also pay legal costs and expenses <b>You</b> become subject to with <b>Our</b> written permission in the defence of any claim made against you.</p> <p><b>We</b> will pay up to a maximum of £2,000,000 in total for a claim in connection with any one claim or series of claims made against you, arising out of any one event occurring during the <b>Period of Insurance</b> and arising out of and in the course of employment within the <b>United Kingdom</b>.</p>	<p>Any liability relating to or arising from:</p> <ul style="list-style-type: none"> <li>a) death or illness or bodily <b>Injury</b> to you, <b>Your</b> family or any person who is engaged in <b>Your</b> service</li> <li>b) loss or <b>Damage</b> to any <b>Property</b> that you, <b>Your</b> family, or <b>Your</b> domestic <b>Employees</b> own or are responsible for</li> <li>c) any claim arising directly or indirectly from the transmission of any communicable disease</li> <li>d) <b>Damage</b> to <b>Property</b> under <b>Your</b> custody or control</li> <li>e) any claim arising out of any business, other than through private letting of <b>Your Property</b></li> <li>f) any claim arising out of the ownership, possession or operation of: <ul style="list-style-type: none"> <li>i) any power operated lift</li> <li>ii) any aircraft or watercraft</li> <li>iii) a caravan, whilst being towed</li> <li>iv) any dogs designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> </li> <li>g) any claim arising out of ownership or use of any land or <b>building</b> not situated within the <b>buildings</b> as specified in <b>Your Policy Schedule</b>.</li> </ul>

- h) any claim arising out of **Pollution** or **Contamination** (unless it is caused by oil leaking from:
  - i) any fixed heating installation in **Your Property**
  - ii) any domestic appliance in **Your Property**)
- i) any claim where **You** are entitled to indemnity under any other insurance.
- j) any cost or expense not agreed by **Us** in writing.

This policy includes **Your** landlord's legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for **Injury** to a third party or loss or **Damage** to third party.

### Public Liability

**We** will pay for **Your** legal liability as the owner of the **Landlord's Contents** for **Damages You** have to pay if someone makes a claim against **You** for:

- i) accidental death or illness of, or bodily **Injury** to, any person
- ii) accidental loss of or **Damage** to third party **Property**

that happens within the **Period of Insurance** on **Your Policy Schedule**.

**We** will also pay legal costs and expenses **You** become subject to with **Our** written permission in the defence of any claim made against you.

**We** will pay up to a maximum of £2,000,000 in total for a claim in connection with any one claim or series of claims made against you, arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within the **United Kingdom**.

This section covers certain liabilities (this means **Your** responsibilities) arising as the

Any liability relating to or arising from:

- a) death or illness of or bodily **Injury** to you, **Your** family or any person who is engaged in **Your** service
- b) loss or **Damage** to items belonging to or being looked after by you, **Your** family, or **Your** domestic staff
- c) death, illness, **Injury**, loss, or **Damage** caused by an agreement (unless that liability would have existed anyway).
- d) **You** owning, keeping or using any:
  - i) mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**
  - ii) a caravan, whilst being towed
  - iii) aircraft, watercraft, drones or model aircraft
  - iv) hoverboards, air boards, self-balancing boards or scooters

owner of the **Landlord's Contents**. Any liability that arises solely from **You** owning **Your Property** is not covered under this section.

However, if **You** have **Our buildings** cover, this covers liabilities arising from **You** owning **Your Property**.

- v) animals (including horses, ponies, donkeys, or mules) but not domestic pets
  - vi) power operated lift
  - vii) dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.
- e) any claim arising directly or indirectly from the transmission of any communicable disease
  - f) any claim arising out of **Pollution** or **Contamination** (unless it is caused by oil leaking from:
    - i) any fixed heating installation in **Your Property**
    - ii) any domestic appliance in **Your Property**)
  - g) any claim arising out of any business, other than through private letting of **Your Property**
  - h) any claim where **You** are entitled to indemnity under any other insurance
  - i) any cost or expense not agreed by **Us** in writing.
  - a) This policy includes **Your** landlord's legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for **Injury** to a third party or loss or **Damage** to third party.

# SECTION 3 | EMPLOYERS LIABILITY

(only operative if stated in the Schedule)

What is Covered	What is Not Covered
<p><b>We</b> will pay up to the <b>Sum Insured</b> shown on <b>Your Policy Schedule</b> for <b>Your</b> legal liability in the areas below.</p>	<p>The <b>Excess</b> as detailed in <b>Your Policy Schedule</b></p>
<p><b>Accidents to Employees</b></p> <p><b>We</b> will pay for <b>Damages</b> and claimants' costs and expenses which <b>You</b> become legally liable to pay as compensation for</p> <ul style="list-style-type: none"> <li>i) accidental death of, or</li> <li>ii) <b>bodily Injury</b></li> </ul> <p>sustained by an <b>Employee</b> arising out of the course of employment by <b>You</b> in connection with the maintenance, care or upkeep of the <b>Property</b> during the <b>Period of Insurance</b>.</p> <p><b>We</b> will also pay legal costs and expenses <b>You</b> become subject to with <b>Our</b> written permission in the defence of any claim made against you.</p> <p><b>We</b> will pay up to a maximum of £5,000,000 in total for a claim in connection with any one claim or series of claims made against, arising out of any one event occurring during the <b>Period of Insurance</b> and arising out of and in the course of employment within the <b>United Kingdom</b>.</p>	<ul style="list-style-type: none"> <li>a) Any liability: <ul style="list-style-type: none"> <li>i) arising directly or indirectly from the transmission of any communicable disease or virus by <b>You</b> or any member of <b>Your</b> family</li> <li>ii) arising from any business or profession other than through private letting of <b>Your Property</b></li> <li>iii) for death of, <b>bodily Injury</b> to, or illness or disease to <b>You</b> or <b>Your</b> family</li> <li>iv) for which compulsory insurance or security is required by any road traffic legislation.</li> </ul> </li> <li>b) Any agreement (unless <b>You</b> would have been liable had the agreement not been made).</li> <li>c) Any claim or other proceedings against <b>You</b> or <b>Your</b> family lodged or prosecuted in a court outside the <b>United Kingdom</b>.</li> </ul>

# SECTION 4 | EQUIPMENT BREAKDOWN

(only operative if stated in the Schedule)

## 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](http://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** sections of the policy are shown as effective under the **Policy Schedule** for the current **Period of Insurance**.

# section 4 definitions.

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

## Accident(s)

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

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

## Biomass and biogas installations

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

## Breakdown

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

## Collapse

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

## Computer equipment

**Building** management control systems

### Computer media

all forms of electronic, magnetic and optical tapes and discs for use in any Computer Equipment

### Covered equipment

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

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

Excluding:

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

### Cyber event

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

### Electronic derangement

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

Electronic derangement does not include:

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

### Explosion

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

### Hazardous substance

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

### Hired in plant

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

### Hydroelectric installations

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

### Infectious agent

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

### Manufacturing production or process equipment

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

### Pandemic

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

### Pandemic impact

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

- (a) sickness, disability or death;
- (b) civil or military actions or orders, including confiscation; curfews; evictions; quarantines; restricted access to **buildings** or other **Property** and restricted travel;
- (c) strikes, riots or civil commotion;
- (d) actions taken or refused to be taken by individuals or businesses;
- (e) any other actions, advice or restrictions put in place by either the Government or competent, local, civil or military authority in order to hinder, defend against or respond to any infectious agent or pandemic or fear or threat of an infectious agent or pandemic

### Service provider

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

### Transit

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

# SECTION 4 extensions of cover and sub limits.

The following Extensions of cover apply to loss or **Damage** caused by or resulting from an accident to Covered Equipment.

**Our** liability for the extensions of cover shall be £5,000,000 unless there is a sub limit shown in the extension text.

## 1. Away from premises

**We** shall provide insurance for direct physical loss or **Damage** and any specified consequential loss from an Accident to Covered Equipment:

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

## 2. Hazardous Substances

**We** shall be liable for the additional cost to repair or replace Covered Equipment because of **Contamination** by a Hazardous Substance including any additional expenses incurred to clean up or dispose of such **Property**.

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

## 3. Reinstatement of Data and Computer Increased Costs of Working

Unless otherwise excluded, **We** shall be liable for the following costs incurred in consequence of an Accident to or Electronic Derangement of Computer Equipment, including such loss or **Damage** which occurs at **Your** service provider(s) premises:

- A) Reinstating **Data** lost or **Damaged**.

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

Provided that:

- 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.

#### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

### 9. 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.

### 10. 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.

### 11. 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.

### 12. 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.

### 13. Hired In Plant Extension

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

a) for physical loss of or **Damage** to the plant;

b) continuing hiring charges for the plant following loss or **Damage** insured under a)

whilst the plant is at any premises stated in the **Policy Schedule** and whilst in transit (other than by sea or air) from one premises to another.

Provided that:

i. The insurance provided by this extension will only indemnify **You** to the extent required by:

1. The Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous; or

2. specific conditions agreed by **Us** in writing and endorsed hereon.

In the event of a loss involving hire conditions more onerous than those covered by this extension the indemnity provided will be limited to liability under 1. Or 2. Above as applicable.

For the insurance provided under this extension to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this extension or not), the lifting operation must be conducted in accordance with BS7121.

iii. **We** will not be liable for:

1. loss or **Damage** to any **Property** on free loan or hire purchase to You.

2. loss or **Damage** to:

a) licensed cars, lorries, vans, trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade);

b) quad bikes or motorcycles.

3. unaccountable losses or losses discovered on the occasion of checks or inventories unless the Insured can produce reasonable proof that such losses are as a result of an identifiable incident.

4. loss of use of the **Property** insured by this extension or consequential loss of any kind.

iv. Where legal proceedings have been initiated against **You** with respect to an indemnifiable incident under this extension the **Insurer** will, with its written consent, pay all legal expenses actually incurred by You.

v. this extension is subject to a limit of £20,000 in the aggregate during any one **Period of Insurance**.

#### 14. 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.

#### 15. Basis of Claims Settlement

As described in the **Property Damage** sections of this policy.

# section 4 additional conditions.

## 1. Precautions

**You** shall exercise due diligence in:

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

## 2. Back-Up Records

**You** must back up original **Data** at least every 7 days.

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

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

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

## 3. More Than One Insured

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

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

# section 4 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 5 | 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.

<b>Act of Terrorism</b>	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 <b>United Kingdom</b> or any other government de jure or de facto.
<b>Computer System</b>	Means a computer or other equipment or component or system or item which processes stores transmits or receives <b>Data</b> .
<b>Covered Loss</b>	Means all losses arising under any of the Heads of Cover as a result of <b>Damage</b> to or the destruction of <b>Property</b> in the Territory, the proximate cause of which is an Act of Terrorism.
<b>Damage</b>	Means loss destruction or <b>Damage</b>
<b>Data</b>	Means <b>Data</b> of any sort whatever, including without limitation tangible or intangible <b>Data</b> , and any programs or software, bandwidth, cryptographic keys, Databases, documents, domain names or network addresses or anything similar, file interfaces, meta <b>Data</b> , platforms, processing capability, storage media, transaction gateways, user credentials, Websites, or any information whatever.

<b>Denial of Service Attack</b>	Means any actions or instructions constructed or generated with the ability to <b>Damage</b> , 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 <b>Excess</b> traffic into network addresses, the exploitation of system or network Weaknesses, the generation of <b>Excess</b> or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems
<b>Event</b>	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 <b>You</b> may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to <b>You</b> 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.
<b>Excess</b>	The amount(s) specified in this Section and the Schedule which <b>We</b> will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition
<b>Hacking</b>	Means unauthorised access to any Computer System, whether <b>Your Property</b> or not.
<b>Heads of Cover</b>	<p>Means any of the following types of cover:</p> <ul style="list-style-type: none"> <li>a) <b>Buildings</b> and Completed Structures</li> <li>b) Other <b>Property</b> (including contents, engineering, contractors and computers)</li> <li>c) Business Interruption</li> <li>d) Book Debts</li> </ul> <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>

<b>Nuclear Installation</b>	<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"> <li>a) the production or use of atomic energy;</li> <li>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</li> <li>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.</li> </ul>
<b>Nuclear Reactor</b>	<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>
<b>Phishing</b>	<p>Means any access or attempted access to <b>Data</b> made by means of misrepresentation or deception.</p>
<b>Private Individual</b>	<p>Means any person other than</p> <ul style="list-style-type: none"> <li>• a beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust</li> <li>• a person who owns or is otherwise insured in respect of Residential <b>Property</b> for their business as a sole trader</li> <li>• a person who owns or is otherwise insured in respect of Residential <b>Property</b> of which in <b>Excess</b> of 20% is commercially occupied provided that if the <b>Property</b> 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 <b>Property</b> is located in premises owned by any such person the <b>Property</b> insured shall be deemed to be insured in the name of a Private Individual.</li> </ul> <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 <b>building</b> society or other financial institution for the purpose of noting their interest in the <b>Property</b> insured.</p>

<b>Property</b>	<p>For the purposes of this Section only, all <b>Property</b> whatsoever, but excluding:</p> <ul style="list-style-type: none"> <li>(1) any land or <b>building</b> which is occupied as a private residence or any part thereof which is so occupied, unless <ul style="list-style-type: none"> <li>(a) insured under the same contract of direct insurance as the remainder of the <b>building</b> which is not a private residence or</li> <li>(b) not insured in the name of an individual</li> </ul> </li> <li>(2) any Nuclear Installation or Nuclear Reactor and all <b>Fixtures and Fittings</b> 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.</li> </ul>
<b>Residential Property</b>	<p>Means private dwelling houses and flats (including household contents and personal effects as insured).</p>
<b>Territory</b>	<p>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.</p>
<b>Treasury</b>	<p>The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.</p>
<b>Virus or Similar Mechanism</b>	<p>Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to <b>Damage</b>, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, <b>Data</b> 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 <b>Damage</b>, 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**

- in all the total **Sum Insured**
- for any item its **Sum Insured** or any other stated limit of liability in the Schedule or elsewhere in the Policy whichever is the less

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

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

## Exclusions

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

This terrorism Insurance does not cover

a) any loss whatsoever directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;

b) any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

- 1) **Damage** to or the destruction of any Computer System or
- 2) any alteration, modification, distortion, erasure or corruption of **Data**

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

Proviso to Exclusion b)

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

(i) results directly (or, solely as regards (ii) (c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of **buildings** or structures, plant or machinery other than any Computer System; and

(ii) comprises;

(a) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property** insured by You; or

(b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **Damage** to or destruction of **Property** insured by **You** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an Act of Terrorism causing **Damage** to other **Property** within one mile of the **Property** insured by **You** to which access is affected; or

(c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **Damage** to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **You** to avoid or diminish such loss; and

(iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

(iv) The meaning of "**Property**" for the purposes of this Proviso shall (additionally to those exclusions in the definition of "**Property**" below and anywhere else) exclude:

(a) any **Money** (including "**Money**" as defined in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

(b) any **Data**.

(v) Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of sub-paragraph

(ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph (i) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** and otherwise falling within sub-paragraphs (i) and (ii) above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

- (vi) For the avoidance of doubt, the burden of proof shall be on **You** to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.
- c) **Damage** or consequential loss arising from such **Damage** to any Nuclear Installation or Nuclear Reactor and all **Fixtures and Fittings** situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor, but this Exclusion shall not exclude loss arising from **Damage** to other types of **Property** arising from an Act of Terrorism occurring at the site of a Nuclear Installation or Nuclear Reactor.
- d) any Residential **Property** insured in the name of a Private

#### Individual Special Conditions Applicable to Terrorism Insurance

##### 1. **We** will not indemnify **You** unless and until

- a) HM Treasury has certified that an event or events have been an Act of Terrorism; or
- b) a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism

2. Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the **Period of Insurance** shall not apply to Terrorism insurance

3. Any long-term agreement or undertaking applying to this Policy shall not apply to Terrorism insurance.

# section 5 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.

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

- (a) claim(s) made under this Section for which **We** have made a payment or which are still under consideration
- (b) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us** during the current **Period of Insurance**. If in relation to any claim **You** have failed to fulfil any of the following conditions, **We** will not pay that claim.

**You** must

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

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

- (a) such **Property** and/or premises and
- (b) such Business Interruption and Book Debts unless **We** agree otherwise in writing



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