What’s inside...
Introduction to your policy 3
How to make a claim 5
Policy Definitions 11
General Exclusions 15
General Conditions 17
Policy Cover 22

To make a claim, call 0345 122 3283
Please save this number to your mobile phone
# Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Policy</td>
<td>3</td>
</tr>
<tr>
<td>Important Notice</td>
<td>4</td>
</tr>
<tr>
<td>How to make a claim</td>
<td>5</td>
</tr>
<tr>
<td>Legal and business helpline services</td>
<td>6</td>
</tr>
<tr>
<td>What to do if you have a complaint</td>
<td>7</td>
</tr>
<tr>
<td>Financial Services Compensation Scheme</td>
<td>8</td>
</tr>
<tr>
<td>Data Protection Notice</td>
<td>9</td>
</tr>
<tr>
<td>Definitions</td>
<td>11</td>
</tr>
<tr>
<td>General Exclusions</td>
<td>15</td>
</tr>
<tr>
<td>General Conditions</td>
<td>17</td>
</tr>
<tr>
<td>Claims Conditions</td>
<td>19</td>
</tr>
<tr>
<td>Cover Causes</td>
<td>20</td>
</tr>
<tr>
<td>Property Section</td>
<td>22</td>
</tr>
<tr>
<td>Sub-Section A – Buildings</td>
<td></td>
</tr>
<tr>
<td>Sub-Section B – Contents</td>
<td></td>
</tr>
<tr>
<td>Sub-Section C – Glass, Blinds and Signs</td>
<td></td>
</tr>
<tr>
<td>Sub-Section D – Machinery Breakdown</td>
<td></td>
</tr>
<tr>
<td>Loss of Rent Section</td>
<td>29</td>
</tr>
<tr>
<td>Sub-Section A – Rent</td>
<td></td>
</tr>
<tr>
<td>Sub-Section B – Cost of Alternative Accommodation</td>
<td></td>
</tr>
<tr>
<td>Sub-Section C – Machinery Breakdown</td>
<td></td>
</tr>
<tr>
<td>Liability Section</td>
<td>32</td>
</tr>
<tr>
<td>Sub-Section A – Employers’ Liability</td>
<td></td>
</tr>
<tr>
<td>Sub-Section B – Public Liability</td>
<td></td>
</tr>
<tr>
<td>Directors and Officers Liability Section</td>
<td>37</td>
</tr>
<tr>
<td>Legal Expenses Section</td>
<td></td>
</tr>
<tr>
<td>When this section is shown as operative on the schedule, please refer to the separate Business Legal Guard policy wording for full details of the cover, terms, conditions and exclusions.</td>
<td></td>
</tr>
</tbody>
</table>
This policy is a contract of insurance between you and us by which we agree to cover you in respect of the risks set out in the sections and sub-sections of this policy shown as insured on the schedule, subject to the terms, conditions and exclusions of this policy and in consideration of you paying or agreeing to pay the premium.

This policy is made up of a number of documents which must be read together. You should read carefully all documents that we have provided and contact your agent immediately if this policy does not meet your needs.

This policy has been signed for and on behalf of us.

Signed

François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited
Important Notice

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

This policy does not cover maintenance of your property. That means we will not cover the cost of wear and tear or routine maintenance. We expect you to properly maintain your property, but the cost of this remains your responsibility. You have a duty to keep your property safe, secure and in good repair, and take all practical steps to avoid loss or damage.

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

• keep all work equipment and premises in good and safe condition
• exercise care in the selection and management of employees
• comply with all statutory obligations and regulations.
How to make a claim

If you need to make a legal expenses claim and this section is shown as being operative on the schedule, please refer to the separate Business Legal Guard policy wording for details. For all other claims please contact our commercial claims department on 0345 122 3283. The line is open 24 hours a day, 365 days a year. Alternatively, you can write to us at:

Commercial Claims Department
Ageas Insurance Limited
Ageas House
The Square
Gloucester Business Park
Brockworth
Gloucestershire
GL3 4FA

The claims handler will take full details of the claim and guide you through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are claims experts who will visit you or a third party claimant to assist with the assessment of the claim.

Once we have been notified of a claim, we will tell your agent. The notification letter gives your agent the opportunity to become involved in the claim if either you or they wish. Once the claim has been settled, a letter is sent to your agent confirming settlement and the amounts paid.

Do

- Have details of your policy number ready when notifying us. You can find the policy number on the schedule.
- Report any incident of loss of money, theft or attempted theft or damage by malicious persons to the police immediately. You should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to your property to prevent further loss. Please retain all invoices for work carried out. Remember, if you do not have your own contractor, call Business Emergency Assistance on 0345 122 8935 to arrange for an approved contractor to effect repairs, any time of the day or night.
- Notify us of any claim or any incident which may lead to a claim as soon as possible. The sooner we are involved, the more opportunity we have to resolve the claim to your satisfaction. You must notify us within seven days if the incident relates to damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.

- Ensure that any letter or notice received is sent to us immediately unanswered and unacknowledged.
- You must also send us unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell us of any pending prosecution, coroner’s inquest or fatal accident inquiry and give us full details of any verbal claims made against you.
- Any injury to an employee should be reported to us regardless of whether a formal claim has been made against you. We can then decide whether we need to investigate or provide advice to you.

Don’t

- Dispose of any evidence or damaged items - we may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying us of a claim.
- Admit or deny responsibility for any incident involving injury to others or damage to their property.

Replacement Service
We have a number of suppliers that can repair your property or replace items lost, stolen or damaged beyond repair. If one of our suppliers is used you will not need to obtain estimates and we will settle directly with the supplier. You will be responsible for payment of any applicable excess. You will be responsible for the payment of the VAT element if you are VAT registered. You will be invoiced accordingly.

What we will need
If your property is lost, damaged or stolen, to consider the claim we will typically need:

- Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- Any available photographs, taken before and after the event, showing the property would be useful.
- If you are not using our replacement service we will also need:
  i at least two estimates for the replacement of lost, damaged or stolen items
  ii if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the damage.
Legal and business helpline services

As an Ageas policyholder with a current policy, you are automatically entitled to the following helpline services.

To help us to check and improve our service standards calls are recorded.

**Business legal advice - 0345 122 8931**
This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems, under the laws of the countries of **Europe**.

**Uk tax advice - 0345 122 8931**
This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters affecting the **business**, under the laws of England, Scotland, Wales and Northern Ireland.

**Redundancy approval - 0345 322 0176**
This service is available between 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. If you opt to use this service a charge will be payable by you.

**Confidential counselling helpline - 0345 122 8934**
This helpline is available 24 hours per day, 365 days a year for an employee (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement. Due to their sensitivity counselling calls are not recorded.

**Business emergency assistance - 0345 122 8935**
This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes damage to the premises or creates a health and safety hazard. We will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility, although if the damage is insured you will be able to make a claim for repair of the damage.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on our behalf but not by us. We take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of us and the helpline service provider.
What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way this policy was sold to you, please contact your agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:
• tell you what we have done to resolve the problem; or
• acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:
• you have an annual turnover of less than EUR 2 million and fewer than 10 employees and,
• if for any reason you are still dissatisfied with our final response, or
• if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you’ve tried to resolve it with us.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal proceedings.
Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.
Data Protection Notice

Please read this notice carefully as it contains important information about our use of personal information.

In this notice, we and us and our mean Ageas Insurance Limited and you and your mean you and your as defined in the Definitions section of the policy wording. Personal information means any information we have about you and the other people insured under your policy such as any director, officer, partner or employee of your business or any other person connected with your business.

Please note that if you give us false or inaccurate information this could give us the right to avoid your insurance policy or it could impact your ability to claim.

Sensitive information
Some of the personal information that we ask you to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. We need to use sensitive personal data to provide you with quotes, arrange and manage your policy and to provide the services described in your policy documents (such as dealing with claims).

How we use personal information
We are part of the Ageas group of companies. We may share personal information with other companies in the group for any of the purposes set out in this notice. If you want to know more about the Ageas group please go to www.ageas.co.uk.

We will use personal information to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to you or your agent. We will also use personal information to assess your insurance application and provide information to credit reference agencies.

We may research, collect and use data about you from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies.

We will share personal information with others:
• if we need to do this to manage your policy with us including settling claims
• for underwriting purposes, such as assessing your application and arranging your policy
• for management information purposes

• to prevent or detect crime, including fraud (see below)
• if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); and/or
• if you have given us permission.

You can ask for further information about our use of personal information. If you require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime
We may use personal information to prevent crime. In order to prevent and detect crime we may:
• check personal information against our own databases
• share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them. The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below and/or
• share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf
To help you manage your insurance policy, subject to answering security questions, we will deal with you or any director, officer, partner or employee of your business or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

Marketing
We may use personal information and information about your use of our products and services to carry out research and analysis.

We will only use personal information to market our products and services to you if you agree to this.
**Data Protection Notice - continued**

**Monitoring and recording**

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

**Further information**

You are entitled to receive a copy of any personal information we hold about you. If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use personal information, please write to the Data Protection Officer at:

Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

giving your name, address and insurance policy number. We may charge you a small fee for this.

If we change the way that we use personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

You have the right to complain to the Information Commissioner’s Office at any time if you object to the way we use your personal information. For more information please go to www.ico.org.uk.
Definitions

Words which appear in bold within this policy will have the meaning defined below. The Legal Expenses Section has its own set of definitions within the Business Legal Guard policy wording.

**Accident**
Direct physical loss or damage as follows:
- Electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force
- Artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
- Explosion or collapse of covered equipment operating under steam or other fluid pressure
- Damage to hot water boilers or 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 boilers or equipment
- 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.

**Agent**
A person or company who advises you on insurance and represents you and acts on your behalf when arranging insurance policies.

**Biomass and Biogas Installations**
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**
Breakdown of covered equipment consisting of:
- 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
- Fracturing of any part of the covered equipment by frost when such fracture renders the covered equipment inoperative
- The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

**Buildings**
The buildings (excluding glass, blinds and signs) at the risk address shown on the schedule and unless otherwise stated, any item for the insurance of buildings includes:
- Outbuildings within the boundaries of the premises
- Aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
- Plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
- Solar water heating and solar photovoltaic panels fitted to the buildings
- Fuel tanks and septic tanks connected to the buildings
- Ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
- Walls, gates and fences around the premises and belonging to them
- Swimming pools, car parks, yards, roads, pavements, paths and children's play areas
- Permanently fixed lighting, seating and other external structures within the confines of the premises
- Landlord's fixtures and fittings excluding carpets all belonging to you or for which you are responsible.

**Business**
The business as shown on the schedule including:
- The ownership, repair and maintenance of the premises
- The provision of fire and security services at the premises
- The provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- The occupation of the premises for property management purposes
- Participation in exhibitions, trade shows and conferences.

**Claimants' Costs and Expenses**
The costs incurred by someone making a claim against you which you are legally liable to pay.

**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.

**Consequential Loss**
Consequential or indirect loss (that is any damage or
Definitions - continued

additional expense, which happens as a result of, or is a side effect of, the event for which you are insured). This includes but is not limited to the following:

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

Contents of Common Areas

Contents belonging to you or for which you are responsible comprising furniture, furnishings, carpets and other property in the common hall, stairways and other common parts (including storage rooms and compartments) of the premises but excluding:

a. landlord's contents  
b. articles of gold, silver or other precious metals  
c. money, stamps, certificates, cheques, securities or documents  
d. television, video and audio equipment and computers  
e. clothing and personal effects other than those belonging to directors, partners or employees for an amount not exceeding £500 per person  
f. animals  
g. property more specifically insured  
h. any amount exceeding £500 in respect of any one picture, curio or work of art  
i. property in the open  
j. motor vehicles, their contents or accessories.

Cost of Alternative Accommodation

The additional cost of alternative comparable residential accommodation.

Covered Equipment

Equipment at the premises owned by you or for which you are responsible and which:

a. is built to operate under vacuum or pressure (other than the weight of its contents) or  
b. generates, stores, transmits or converts energy  
c. is computer equipment.

Damage

Loss, destruction or damage.

Data

Information represented or stored electronically including but not limited to code, or series of instructions, operating systems, software, programs and firmware.

Declared Value

Your assessment of the cost of reinstatement at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for:

a. the additional cost of reinstatement to comply with public authority requirements as allowed by Extension 4 to Sub-Sections A - and Extension 9 to Sub-Section D of the Property Section – Public Authorities  
b. professional fees as allowed by Extension 2 to the Property Section – Professional Fees  
c. removal of debris as allowed by Extension 3 to the Property Section – Removal of Debris.

Defined Peril

a. Fire  
b. Lightning  
c. Explosion  
d. Riot, civil commotion, labour or political disturbances  
e. Damage by malicious persons  
f. Earthquake or subterranean fire  
g. Impact by:

i. aircraft and other flying objects or articles dropped from them  
ii. road vehicles, trains or trams  
iii. animals or birds  
iv. falling aerals, masts or satellite dishes  
v. falling trees and branches  
h. Storm  
i. Flood  
j. Escape of water from any water, drainage or heating system  
k. Escape of oil from any fixed oil fired heating installation.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excessive traffic into network addresses, the exploitation of system or network weaknesses and the generation of excessive or non-genuine traffic between and amongst networks.

Derangement

Electrical or mechanical malfunction arising from a cause internal to computer equipment unaccompanied by visible damage to or breaking of any parts of the equipment.

Director

A director of you where you are a limited company.

Employee

Any:

a. person under a contract of service or apprenticeship with you  
b. prospective employee who is being assessed as to their suitability for employment  
c. labour master (or labour only subcontractor) or person supplied by them  
d. self-employed person used for labour only  
e. person hired or borrowed by you from another employer including agency workers  
f. volunteer or voluntary worker  
g. trainee or person undertaking work for you under a work experience placement whilst engaged by you in the course of the business and under your direct control or supervision.

Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.
Excess
The first amount of a claim you must pay.

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.

Ground Heave
Upward movement of the ground beneath the buildings as a result of the soil expanding.

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

Hydroelectric Installations
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.

Increase in Cost of Working
The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in rent receivable which but for that expenditure would have taken place during the indemnity period.

Indemnity Period
The period beginning with the occurrence of the damage and ending not later than the last day of the maximum indemnity period shown on the schedule during which the results of the business shall be adversely or positively affected in consequence of the damage.

Injury
Bodily injury, death, illness or disease.

Intruder Alarm System
The component parts of intruder alarm systems including the means of communication used to transmit signals.

Landlord’s Contents
Contents belonging to you or for which you are responsible comprising furniture, furnishings, carpets and other property within the furnished accommodation portion of the premises but excluding:
- contents of common areas
- articles of gold, silver or other precious metals
- money, stamps, certificates, cheques, securities or documents
- televisions, (other than televisions within buildings used solely for residential purposes to a value not exceeding £750 in any one residential unit), video and audio equipment and computers
- clothing and personal effects other than those belonging to directors, partners or employees for an amount not exceeding £500 per person
- animals
- property more specifically insured
- any amount exceeding £500 in respect of any one picture,
- curio or work of art
- i property in the open
- j motor vehicles, their contents or accessories.

Landslip
Downward movement of sloping ground.

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.

Media
All forms of electronic, magnetic and optical tapes, disks and discs for use in any computer equipment.

Money
Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and VAT purchase invoices belonging to you or for which you are responsible.

Partner
A partner of you where you are a partnership or a member of you where you are a limited liability partnership but not any member also deemed to be in your employment.

Period of Insurance
The period of time this policy is effective as shown on the schedule or until this policy is cancelled. Each renewal represents the start of a new period of insurance.

Policy
This policy is made up of a number of documents. These documents are:
- a the policy wording
- b the Business Legal Guard policy wording if legal expenses are insured
- c the schedule
- d the endorsements
- e the statement of fact or proposal form.

Polluting or Contaminating Substance
Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination
- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all injury or damage directly or indirectly caused by such pollution or contamination arising from any polluting or contaminating substance.
Definitions - continued

**Premises**
The buildings and the land inside the boundaries of the risk address shown on the schedule.

**Products Supplied**
Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by you in the course of the business.

**Property**
Material property which shall not include data.

**Rent Receivable**
The money paid or payable to you for accommodation and services provided as landlord at the premises.

**Schedule**
The document that shows:
- your name and address
- the business
- the period of insurance
- the sections of this policy which are operative
- the excesses which apply
- the premium you must pay
- the property that is insured
- the limits of indemnity, sums insured and indemnity periods
- details of any extensions or endorsements to the cover.

**Settlement**
Downward movement as a result of the soil being compressed by the weight of the buildings.

**Subsidence**
Downward movement of the ground beneath the buildings and its foundations other than by settlement.

**System**
Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

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

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

**Unoccupied**
Empty or not in use by you or any of your tenants for more than:
- 90 consecutive days in respect of houses and flats used exclusively for residential purposes
- 30 consecutive days in respect of all other buildings.

**We, Our, Us**
Ageas Insurance Limited.

**Virus**
Computer viruses or worms, trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

**You, Your**
The person, persons or corporate body named on the schedule as the Insured including subsidiary companies notified by you and accepted by us.

**Your Costs and Expenses**
- costs and expenses incurred with our consent in defending any claim
- costs incurred with our consent for solicitors’ fees for representation at any coroner’s court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within Europe) in respect of any occurrence which may be the subject of indemnity under the Liability Section
- legal costs incurred with our consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.
General Exclusions

These exclusions apply to the whole policy. Additional exclusions may apply to individual sections and subsections. Please refer to the section and sub-section wordings for details.

1 Radioactive Contamination
With the exception of Sub-Section A - Employers’ Liability of the Liability Section, this policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to, by or arising from:

- ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

2 War
With the exception of Sub-Section A - Employers’ Liability of the Liability Section, this policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to, by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3 Northern Ireland
This policy does not cover any damage to any property in Northern Ireland directly or indirectly caused by, contributed to, by or arising from riot, civil commotion and (except in respect of accidental damage or loss of rent receivable by fire or explosion) labour disturbances or malicious persons.

4 Terrorism
This policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to, by or arising from:

- terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism except as provided by Sub-Section A – Employers’ Liability and Sub-Section B – Public Liability of the Liability Section of this policy.

In any action, suit or other proceedings, where we allege that by reason of the provisions of this exclusion any damage, injury or liability is not covered by this policy, the burden of proving that such damage, injury or liability is covered shall be upon you.

5 Electronic Risks
This policy does not cover any damage, injury or liability directly or indirectly caused by, contributed to, by or arising from:

- damage to any system or item which processes, stores, transmits, retrieves or receives data whether owned by you or not and whether tangible or intangible (including any data or information or programs or software) where such damage is caused by programming or operating error by any person, acts of malicious persons, virus, hacking, denial of service attack or failure of any external network
- the erasure, loss, distortion or corruption of data or unauthorised access to or modification of data or information on systems or other records, programs or software
- any misinterpretation, use or misuse of data or information on systems or other records or software
- unauthorised transmission of data to any third party, or transmission of any virus
- damage to any other property directly or indirectly caused by or arising from damage described in a, b, c or d of this exclusion
- but this shall not exclude accidental damage or loss of rent receivable which results from an insured event which is shown on the schedule as operative for buildings except for acts of malicious persons which do not involve physical force or violence.

6 Pollution
(Not applicable to the Employers’ Liability or Legal Expenses Sections)

This policy does not cover any damage or liability directly or indirectly caused by, contributed to, by or arising from pollution or contamination except for (unless otherwise excluded):

- damage to the property insured caused by:
  - pollution or contamination which itself results from any one of Cover Causes 1 or 2
  - any of Cover Causes 1 or 2 which itself results from pollution or contamination
- any cover provided under the Liability Section of this policy where the damage is shown to come within the exception to Exclusion 6 – Pollution, of the exclusions to Sub-Section B – Public Liability of the Liability Section.
General Exclusions - continued

7 Territorial Limits
This policy does not cover any damage, injury or liability occurring outside the territorial limits.

8 Asbestos
This policy does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

a  such activity does not form part of your usual business
b  the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops

c  an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers’ and public liability insurance in force for limits no less than those stated on your own such policies and that such work is not excluded by the contractor’s own employers’ and public liability policy.
General Conditions

These conditions apply to the whole policy. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

Conditions

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

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

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

2 Subject to Survey
If this policy has been issued subject to survey, then continuance of cover shall be subject to:

a. you allowing us to undertake a survey at each of your premises (where required) by a date agreed in writing by us. We may appoint a surveyor to do the survey for us
b. you complying with our acceptance criteria
c. the completion of any risk improvements required within the timeframe advised by us.

The cost of completing any risk improvement requirements will be met by you.

If you do not allow us to complete the survey by the agreed date we may exercise our right to cancel this policy in accordance with General Condition 6 Our Cancellation Rights.

For the period between inception date and the completion date of the survey we agree to cover you in accordance with the terms, conditions and exclusions of this policy.

In the event the survey does not reflect the details supplied to us by you or on your behalf, or if any of the risk improvement requirements are not completed by the agreed date we give you in writing following the survey, we have the right to amend the premium, terms, conditions and exclusions of this policy, or to cancel this policy in accordance with General Condition 6 Our Cancellation Rights.

3 Reasonable Precautions
You shall take all reasonable care:

a. for the safety of the property insured
b. to prevent accidents or disease
c. to comply with all statutory obligations and regulations imposed by any authority
d. to prevent the sale or supply of goods which are defective in any way.

4 Fraud
We will not pay for any claim that is deliberately exaggerated or where you or anyone acting for you uses, or attempts to use, fraudulent means to obtain benefits under this policy. If you or they do, or attempt to:

a. we will cancel this policy from the date of the fraudulent act
b. we will not refund any premiums
c. all benefit under this policy shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

5 Your Cancellation Rights
During the first period of insurance, you have the right to cancel this policy within 14 days of:

a. receipt of the policy wording and schedule, or
b. the inception date of this policy

whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation. Cancellation will take effect from the date that we or your agent receives your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim.

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

i. there has been an incident known to you which may give rise to a claim, or
ii. the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid.
6 Our Cancellation Rights
The cover provided by this policy shall automatically cease from the date that:

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

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

a. a change to the risk which makes it one we would not normally accept
b. you failing to co-operate with or provide information to us which affects our ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. You will not be entitled to any refund if:

i. there has been an incident known to you which may give rise to a claim, or
ii. the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid.

7 Renewal
We are not bound to offer renewal of this policy.

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

9 Language
The contractual terms, conditions, exclusions and other information relating to this policy will be in the English language.

10 Contracts (Rights of Third Parties Act) 1999
Except as provided by General Condition 11 – Personal Representatives, no party to this policy intends that any term of this policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this policy.

11 Personal Representatives
In the event of the death of any party entitled to indemnity under this policy, we will cover the deceased’s personal representatives in respect of legal liability to pay your costs and expenses, claimants’ costs and expenses and damages previously incurred by the deceased in respect of accidental:

a. injury or
b. damage to property provided that:
   i. the personal representatives comply with and are subject to the terms and conditions of this policy to the extent that these can apply
   ii. the conduct and control of claims is vested in us
   iii. where more than one party is entitled to indemnity under this condition, our total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the schedule.

Condition Precedent to Liability
1 Notice of Unoccupancy or Occupancy
It is a condition precedent to our liability under the Property and Loss of Rent Sections that you must advise us as soon as you become aware that:

a. the premises or a building or self contained unit within a building becomes unoccupied
b. the premises or a building or self contained unit within a building becomes occupied after a period of being unoccupied.

Following notification of unoccupancy or occupancy, we will have the right to amend the premium, terms, conditions and exclusions of this policy, or may exercise our right to cancel this policy in accordance with General Condition 6 Our Cancellation Rights.
Claims Conditions

These conditions apply to the whole policy unless otherwise stated.

1 Claims Procedure - Your Responsibilities
Failure to comply with these responsibilities will affect the payment of any claim.

a You must not negotiate or settle any claims made against you by anyone else or admit or deny responsibility for any incident involving injury to others or damage to their property unless we agree otherwise in writing.

b You must:
   i on discovery of any damage by theft or attempted theft or by malicious persons or loss of money give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to us
   ii notify us within seven days of any damage by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this policy must be reported to us and full written particulars of the loss supplied as soon as possible after the event at your expense
   iii immediately send us unanswered and unacknowledged any letter or notice received alleging that you or anyone working for you is responsible for causing an injury to any person or damage to any property. You must also send us unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell us of any pending prosecution, coroner’s inquest or fatal accident inquiry and give us full details of any verbal claims made against you
   iv take immediate action to minimise loss, prevent further damage or injury and avoid interruption or interference with the business
   v keep all damaged property until we give permission to dispose of it
   vi provide at your expense all information and assistance as we may reasonably require
   vii provide, if we require, a statutory declaration of the truth of the claim.

2 Claims Procedure - Our Rights
We shall:
   a be allowed by you to enter the premises where damage has occurred and take and keep possession of any property insured
   b not accept any property being abandoned to us
   c have complete control of any proceedings and the settlement of any claim.

3 Subrogation
Before or after any payment is made by us, we can at our option
   a negotiate, defend or settle, in your name and on your behalf, any claims made against you
   b take legal action in your name but for our benefit to get back any payment we have made under this policy.

4 Contribution
(Not applicable to the Liability Section)
If you have any other insurance policies that cover the same damage or liability as this policy, we will only pay our share of any claim.

5 Arbitration
(Not applicable to the Liability Section)
If we agree to pay your claim, but you disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by you and us in accordance with the Arbitration Act. You may not take legal action against us over this disagreement until the arbitrators have made their decision.

6 Discharge of Liability
(Applicable to the Liability Section only)
We may, at any time, pay you in connection with any claim or series of claims:
   a the amount of the limit of indemnity
   b any lower amount for which such claim or claims can be settled
   c less any sum or sums already paid as damages, claimants’ costs and expenses and your costs and expenses.

On payment, we shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of claimants’ costs and expenses and your costs and expenses incurred prior to the date of such payment.

7 Automatic Reinstatement
(Not applicable to the Liability Section)
Upon notification of a claim to us, unless we or you give written notice to the contrary, the sums insured shall be reinstated to their full amount provided that:
   a you shall pay the appropriate additional premium from the date of the loss to the expiry of the period of insurance if we request the additional premium
   b the total of the amounts reinstated during any one period of insurance shall not exceed the sum insured shown on the schedule.
Cover Causes

Wherever they are referred to in the policy the Cover Causes applicable are as follows:

Cover Cause 1
a Fire but not damage caused by:
   i spontaneous heating or fermentation of the property insured
   ii fire as a consequence of the property insured undergoing any process involving the application of heat.
b Lightning.
c Earthquake, subterranean fire.
d Explosion, but not explosion of any non domestic steam pressure equipment under your control.
e Impact by aircraft or other flying objects or articles dropped from them.

Cover Cause 2
a Riot, civil commotion, labour or political disturbances.
b Malicious persons but not damage:
   i caused by theft or attempted theft
   ii arising when the premises are unoccupied.
c Explosion of boilers and economisers or other equipment used for non domestic purposes and which is built to operate under internal pressure due to steam only. Cover Cause 2c Explosion of boilers and economisers and other equipment is only effective for Sub-Section A – Rent of the Loss of Rent Section.
d Impact by:
   i vehicles, trains or trams
   ii animals or birds
   iii falling aerials, masts or satellite dishes
   iv falling trees and branches including the cost of removing fallen trees or branches, but only where there has been damage to property insured by this policy.
e Escape of oil from any fixed oil fired heating installation but not damage arising when the premises are unoccupied.

Cover Cause 3
Accidental damage but not damage:
   a by Cover Causes 1, 2, 4 or 5 or any of their detailed exclusions whether insured or not
   b to a building or structure caused by its own collapse or cracking
   c resulting from, or caused by, any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair
d caused by:
   i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding the subsequent damage which itself results from a cover cause that is otherwise operative
   ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
   iii change in temperature, colour, flavour, texture or finish
   iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
   v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding the subsequent damage which itself results from a cover cause that is otherwise operative
   vi acts of fraud or dishonesty including any collusion by you or directors, partners or employees
   vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
   viii or consisting of distortion, erasure or corruption of computer records or media
   ix pollution or contamination.

Cover Cause 4 – Theft or attempted theft
Theft or attempted theft but not theft or attempted theft:
a that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against you or any person lawfully on the premises
b from any vehicle or trailer
c except as allowed by Extension 15 to the Property Section
e change in temperature, colour, flavour, texture or finish
f joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them.

g the bursting of
i any boiler not used for domestic purposes only
ii any economiser or other vessel machine or apparatus owned by you or under your control in which internal pressure is due to steam only but this will not exclude subsequent damage which itself results from a cause not otherwise excluded
h mechanical or electrical breakdown or derangement in respect of the particular machine or equipment in which such breakdown or derangement occurs but not excluding the subsequent damage which itself results from a cause not otherwise excluded
i acts of fraud or dishonesty including any collusion by you, directors, partners or employees
j disappearance, unexplained or inventory shortage, misfiling or misplacing of information
k or consisting of distortion, erasure or corruption of computer records or media
l pollution or contamination
m theft or attempted theft: i that does not involve entry to or exit from a building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against you or any person lawfully on the premises
ii from any vehicle or trailer
iii except as allowed by Extension 15 to the Property Section - Contents in the Gardens of Residential Property, of any property from any garden, yard or open space
iv arising while the premises are unoccupied
v by any employee or any person lawfully on the premises
vi except as provided by Extension 5 – Theft of Building to Sub-Section A of the Property Section
n subsidence, ground heave or landslip unless it results from a defined peril other than storm or flood and which is not otherwise excluded
o settlement or bedding down of new structures, compaction or movement of infill or made up ground
p wind, rain, hail, sleet, snow, flood or dust to any fences gates or moveable property in the open
q changes in the water table level
r spontaneous heating or fermentation of the property insured or fire caused by its undergoing any process involving the application of heat but this will not apply to any damage caused by a defined peril and not otherwise excluded
s requisition, confiscation or destruction by order of the government or other statutory authority
t or resulting from the stopping of work
u escape of water or oil from any pipe tank or apparatus, damage by malicious persons, theft or attempted theft, frost, or burst pipes in any building which is unoccupied.
Property Section

Cover

Sub-Section A – Buildings
The cover described below is only operative if shown as insured on the schedule.

Buildings
We will pay for damage occurring during the period of insurance from the cover causes shown against each item of buildings.

Extensions to Sub-Section A - Buildings
(Subject to the terms, conditions and exclusions of the sub-section, the section and the policy).

1 Contracting Purchaser
Where you contract to sell your interest in a building insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the buildings are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this policy in so far as they can apply.

2 Mortgagees
The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier of any buildings insured by this policy provided the mortgagee immediately upon becoming aware of such act or neglect shall give notice to us and pay any additional premium required.

3 Underground Services
We will pay for damage from the cover causes applicable to buildings to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the buildings to the extent to which you are responsible for repair.

4 Public Authorities
We will pay for the additional cost of:

a reinstating the damaged parts of the buildings
b upgrading any undamaged parts of the buildings for an amount not exceeding 15% of the amount that would have been payable if the buildings had been totally destroyed incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw, excluding:

i any such cost resulting from a notice served on you prior to the date of the damage

ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the buildings.

The work of reinstatement or upgrading must be completed within 12 months of the date of the damage or such further period as we may in writing during the 12 months allow. Our liability for damage to such property including such costs and expenses shall not exceed the sum insured shown on the schedule (adjusted in accordance with Extension 14 – Index Linking to the Property Section).

5 Theft of Building
If Cover Cause 4 or 6 is operative in respect of a building, we will pay for damage to that building as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the building provided that we shall not be liable for any amount in excess of £25,000.

Sub-Section B – Contents
The cover described below is only operative if shown as insured on the schedule.

Contents of Common Areas and Landlord’s Contents
We will pay for damage occurring during the period of insurance from the cover causes shown against each item on the schedule to contents of common areas or landlord’s contents.

Extensions to Sub-Section B - Contents
(Subject to the terms, conditions and exclusions of the sub-section, the section and the policy).

1 Theft of Keys
We will pay for the cost of replacing locks and keys to the buildings or intruder alarm systems following damage to keys by Cover Cause 4 up to £1,000 in any one period of insurance provided that the keys were stolen from the buildings or your private residence or the private residence of any director, partner or authorised employee.

2 Theft Damage to Buildings
We will pay for damage to the buildings which you are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the buildings by forcible and violent means.

3 Temporary Removal
We will pay for damage by the cover causes shown against each item to contents of common areas or landlord’s contents whilst temporarily removed from the premises for cleaning, renovation, repair or similar purposes including whilst
in transit by road, rail or inland waterway within the territorial limits, from the cover causes applicable to contents of common areas or landlord’s contents up to an amount not exceeding £2,500.

Sub-Section C – Glass, Blinds and Signs
The cover described below is only operative if shown as insured on the schedule.

We will pay for damage at the premises from Cover Causes 1, 2, 3 and 4, to:

a. any glass (including polycarbonate shop fronts) fitted to the exterior of the buildings
b. property insured under this section, within any display windows caused by breakage of any glass
c. fixed glass, (including interior showcases and mirrors), inside the buildings up to a value not exceeding £2,500
d. external signs up to an amount not exceeding £1,500
e. sanitaryware, if the cost of replacement has to be paid by you, up to an amount not exceeding £1,500
f. external blinds up to an amount not exceeding £2,500
g. framework following breakage of fixed glass.

We will also pay for the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating intruder alarm systems at the premises damaged as a result of glass breakage covered under this sub-section.

For the purposes of this sub-section, glass will also mean any glass substitute material.

Exclusions to Sub-Section C – Glass, Blinds and Signs
We will not pay for:

a. damage arising:
   i. from repairs or alterations to the premises
   ii. in unoccupied premises
b. damage which occurred prior to the commencement of cover under this sub-section
c. damage to any glass or sanitaryware comprising samples or display materials held in connection with the business
d. scratching, chipping or cracking of glass
e. damage to electrical signs by:
   i. rust or other gradually operating cause
   ii. mechanical or electrical breakdown
   iii. damage to tubes unless the surrounding glass is fractured at the same time
f. damage arising from repair, removal or erection of glass, blinds, signs or sanitaryware
g. scratching, chipping or cracking of sanitaryware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

Sub-Section D – Machinery Breakdown
The cover described below is only operative if shown as insured on the schedule.

We will pay for loss caused by an accident to covered equipment.

Limit of Indemnity
Our liability for each item under this sub-section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount of the limit of indemnity stated for that item on the schedule.

Extensions to Sub-Section D – Machinery Breakdown
(Subject to the terms, conditions and exclusions of the sub-section and the schedule and the policy)

1 Expediting Expenses
We will pay for the extra cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of, damaged covered equipment which is the subject of a valid claim under this sub-section up to an amount not exceeding £20,000 for any one accident.

2 Hire of Substitute Item
We will pay the hire charges incurred by you during the period of insurance for the necessary hire, following an accident to covered equipment which is the subject of a valid claim under this sub-section, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged up to an amount not exceeding £10,000 for any one accident.

3 Costs of Reinstating Data
We will pay the costs incurred in recreating or reinstating on to media data lost or damaged as a result of an accident to or derangement of insured computer equipment up to an amount not exceeding £25,000.

4 Hazardous Substances
We will pay the additional cost to repair or replace covered equipment because of contamination by any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency including any additional expenses incurred to clean up or dispose of such covered equipment.

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

5 Storage Tanks and Loss of Contents
We will pay for 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.

We will also pay for loss of the contents of oil storage tanks caused by:

a. leakage, discharge or overflow from the oil storage tanks caused by or resulting from an accident
b. 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 under this extension shall not exceed £10,000 for any one accident.

6 Own Surrounding Property Damage
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 under this extension shall not exceed £1,000,000 for any one accident.
Property Section - continued

7 Debris Removal
We will pay for costs incurred in the removal of debris and protection of covered equipment following an accident insured under this sub-section.

Our liability under this extension shall not exceed £25,000 for any one accident.

8 Repair Costs Investigation
We will pay for costs incurred with our written consent relating to repair, investigations and tests by consulting engineers for damage to covered equipment caused by an accident.

Our liability under this extension shall not exceed £25,000 for any one accident.

9 Public Authorities
If an accident to covered equipment causes damage to buildings insured by this policy, we will pay for the additional cost of:

a reinstating the damaged parts of the buildings
b upgrading any undamaged parts of the buildings for an amount not exceeding 15% of the amount that would have been payable if the buildings had been totally destroyed

The work of reinstatement or upgrading must be completed within 12 months of the date of the damage or such further period as we may in writing during the 12 months allow.

Our liability for damage to such property including such costs and expenses shall not exceed the sum insured shown on the schedule for buildings on Sub-Section A of this section (adjusted in accordance with Extension 14 – Index Linking to the Property Section).

10 Hired In Plant Extension
We will pay all sums you become legally liable to pay under the terms of the hiring agreement for:

a physical damage to plant hired in by you
b continuing hiring charges for the plant following damage insured by this extension

whilst the plant is at the premises or whilst in transit (other than by sea or air) from one premises to another premises.

Our liability under this extension shall not exceed £20,000 in any one period of insurance.

We will cover your liability to the extent required by:

a 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
b other specific conditions agreed by us in writing.

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 a or b above as applicable.

In addition if legal proceedings are initiated against you with respect to an incident covered by this extension we will also pay legal expenses incurred by you, with our prior written consent.

We will not be liable for:

i damage to any property on free loan or hire purchase to you
ii damage to 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) quad bikes or motorcycles
iii unexplained losses or losses discovered on the occasion of checks or inventories unless you can produce reasonable proof that such losses are as a result of an identifiable incident
iv loss of use of the property insured by this extension or consequential loss of any kind
v loss arising from any operation in which a load is shared between any items of lifting plant or lifting equipment unless the lifting operation is conducted in accordance with BS7121.

Exclusions to Sub-Section D – Machinery Breakdown

1 Pressure Testing and Insulation Testing
We will not pay for 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 Damage to Data and Media
We will not pay for damage to data or media of any kind caused by:

a programming error or programming limitation
b computer virus
c introduction of malicious code
d loss of data
e loss of access
f loss of use
g loss of functionality.

3 Gradually Operating Causes
We will not pay for damage caused by or resulting from depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if damage results from an accident, we will be liable for that resulting damage.

4 Resetting
We will not pay for damage to covered equipment caused by or resulting from any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance but if damage results from an accident, we will be liable for that resulting damage.

5 Maintenance Agreements
We will not pay for damage recoverable under any warranty or guarantee or maintenance agreement in place in respect of the covered equipment.
6 Excluded Equipment
We will not pay for damage to:

a. the supporting structure, foundation, masonry, brickwork or cabinet of covered equipment
b. insulating or refractory material
c. vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment, which are included, but not the actual vehicle)
d. self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by you at the premises)
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 used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a 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 laundry and cleaning equipment audio visual equipment and computer equipment whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by you or for which you are responsible)
l. any biomass or biogas installation
m. any hydroelectric installation.

Conditions to Sub-Section D – Machinery Breakdown

1 Precautions
You shall take reasonable care to:

a. comply with any statute or order
b. ensure that insured items are properly maintained and used in accordance with the manufacturer’s recommendations
c. prevent loss or damage.

2 Backup Procedures
You shall maintain a minimum of two generations of back-up computer records. These must be checked for accuracy and integrity to ensure a precise match with the source data, be capable of restoration and be taken at intervals no less frequently than every 48 hours. You must take all reasonable precautions to store and maintain records in accordance with the recommendations of the makers of the storage devices used.

Extensions to the Property Section
(Subject to the terms, conditions and exclusions of the section and the policy)

1 Non Invalidation
The insurance under this section shall not be invalidated by any act or omission or alteration unknown to you or beyond your control whereby the risk of damage to insured property is increased as long as immediately you become aware of the increase in risk you inform us. We shall have the right to vary the terms or invoke the cancellation of this policy as detailed in General Condition 6 – Our Cancellation Rights.

2 Professional Fees
The sum insured on each item insured by this section includes an amount in respect of architects’, surveyors’, legal and consulting engineers’ fees. We will pay for fees incurred solely in connection with the repair or reinstatement of the insured property but not for the costs of preparing any claim.

3 Removal of Debris
We will pay for the cost of removal of debris of insured property or dismantling, demolishing, or storing or propping of the insured building resulting from damage by the cover causes shown against the building or property on the schedule excluding:

a. costs incurred in removing debris except from the site of such damage and the area immediately adjacent to such site
b. costs arising from pollution or contamination of property not insured by this section.

4 Parent and Subsidiary Companies
In the event of a claim arising under this section we agree to waive any rights, remedies or relief to which we become entitled by subrogation against any company standing in the relation of parent or subsidiary to you or any company which is a subsidiary of a parent company of which you yourself are subsidiary in each case as defined in current legislation.

5 Damage by Emergency Services
We will pay for costs and expenses incurred by you with our prior consent in repairing, reinstating or making good, damage to property and grounds at the premises caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the buildings where there is believed to be a threat to their lives, or combating or reducing damage from Cover Causes 1, 2, 3, 4 or 5 subject to a maximum amount of £10,000 for any one loss.

6 Capital Additions
Where buildings are shown as insured on the schedule we will pay for damage by the cover causes shown against such items on the schedule to:

a. alterations and additions to, but not appreciation in value of, the buildings insured by this policy
b. any newly acquired buildings within the territorial limits so far as they are not otherwise insured provided that:

i. you tell us of the alteration, addition or acquisition within 30 days of it occurring
ii. you request a change in this policy to cover the alteration, addition or acquisition or arrange specific insurance
iii. you will then pay an additional premium and we will tell you any changes to the terms, conditions and exclusions of this policy.

Our maximum liability under this extension at any one location will not exceed 10% of the total sum insured on buildings or £250,000 whichever is lower.

7 Trace and Access
We will pay costs incurred with our prior written consent in locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the premises.

We will also pay for the cost of removing any walls, floors or ceilings for access and repairing or replacing them after repair of the pipe or apparatus has been completed.
Our liability under this extension shall not exceed £5,000 for any one loss and we will not pay the cost of repairs to the actual pipes or apparatus.

8 Clearing of Drains
We will pay the costs and expenses incurred in clearing, clearing or repairing drains, gutters or sewers at the premises, for which you are responsible, as a consequence of damage caused by Cover Causes 1, 2, 3 or 4 subject to a maximum limit of £10,000 for any one loss.

9 Workmen
You can engage workmen to carry out repairs and general maintenance to the premises but if the work they are engaged for or are required to do involves:
- a structural alteration
- demolition or partial demolition
- compromising of the security protections to the premises that you have told us about and which we require as a condition of your insurance
- closure of the buildings or the occupant being required to vacate them
you must provide us with full details, and obtain our agreement, before work is commenced and we may advise you of restrictions to be imposed or the additional terms we require in order for cover to continue.

10 Loss of Oil and LPG
We will pay you for the cost to replace oil or LPG accidentally lost from a fixed heating installation as a result of damage to the fixed heating installation at the premises from Cover Causes 1, 2, 3, or 4 subject to a maximum limit of £2,500 for any one loss, but excluding any loss occurring when the premises are unoccupied or where damage is undiscovered for 180 days or more.

11 Unauthorised use of Electricity, Gas or Water
We will pay for electricity, gas or water charges you are responsible for arising from unauthorised use by persons taking possession or keeping possession or occupying the premises without your authority provided that:
- a all practical steps are taken to terminate such unauthorised use as soon as it is discovered
- b we will not be liable for any amount in excess of £10,000 for any one loss.

12 Metered Water and Gas Charges
We will pay for metered water and gas charges you are responsible for following damage from Cover Causes 1, 2, 3, or 4 to the apparatus after the point of the service feed to the premises provided that we will not be liable for:
- a any loss not discovered within 180 days
- b any loss occurring when the building, unit or flat in which the loss occurs is unoccupied
- c any amount in excess of £5,000 any one loss.

13 Extinguishment and Resetting Expenses
a We will pay up to a maximum limit of £2,500 in respect of any one loss for the cost of:
  i replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise damage
  ii replacing used sprinkler heads
  iii resetting fire and intruder alarm systems and closed circuit television systems.
b We will pay up to a maximum limit of £10,000 in respect of any one loss for the cost of recharging automatic extinguishment systems in line with the manufacturer’s recommendations provided we will not be liable for costs other than as a direct result of insured damage.

14 Index Linking
The sums insured under Sub-Section A in respect of buildings and Sub-Section B in respect of landlord’s contents and contents of common areas, will be adjusted at monthly intervals in accordance with the index drawn up or used by us and we waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this policy, the premium will be adjusted to take account of the effect of indexation in the preceding period of insurance.

15 Contents in the Gardens of Residential Property
We will pay up to £500 in respect of damage to landlord’s contents by Cover Causes 1, 2, 3 or 4, occurring in the open within the garden of a house or flat used solely for residential purposes provided that we will not be liable for:
- a the first £100 of any one loss
- b damage to plants, trees or any growing thing
- c damage caused while the buildings the garden pertains to are not occupied by a tenant.

16 Reletting Costs
We will pay up to £5,000 in respect of any costs necessarily incurred by you in reletting the buildings following insured damage.

17 Terrorism Extension
If this extension is shown as insured on the schedule, the insurance by this section extends to cover you for damage within England, Scotland or Wales, but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987, nor Northern Ireland, the Isle of Man nor the Channel Islands caused by an act of terrorism provided always that:
- a in any action suit or other proceedings where we allege that any damage or loss resulting from damage is not covered by this extension the burden of proving that such damage is covered shall be upon you
- b this extension is not subject to any of the exclusions specified in this policy other than those applying specifically in respect of this extension as stated in the following provisos d to f
- c this extension is subject to all the terms and conditions of this policy except as expressly varied hereby
- d in respect only of residential property, houses, blocks of
flats and other dwellings insured in the name of a private individual, this extension is subject to the exclusion of chemical, biological or radioactive contamination defined as any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

i. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material

iii. chemical, biological or radiological irritants, contaminants or pollutants

e. this extension is subject to the exclusion of war and allied risks defined as war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

f. this extension is subject to the exclusion of digital or cyber risks, that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but not without limitation any information or programs or software) and whether owned by you or not, where such damage is caused by or arising from virus or similar mechanism or hacking or denial of service attack

g. our liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified in this policy.

18 Terrorism Extension – Residential Property

This insurance includes damage to property insured within England, Scotland or Wales, but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987, occasioned by or happening through, or in consequence of, an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in General Exclusion 4 - Terrorism provided that:

a. this policy is issued in the name of an individual or individuals

b. you are not a trustee or a body of trustees that holds the buildings under a trust

c. your main occupation or trade is not that of a property owner

d. the buildings are not used for any business, commercial or industrial purposes whatsoever

e. in respect of damage to buildings contents and subsequent loss of rent receivable or cost of alternative accommodation in total for any one loss occurrence our liability shall not exceed the sum insured shown on the schedule

f. we will not be liable for damage arising directly or indirectly from:

i. the release or threat of release or explosion of any device or radioactive substance.

For the purpose of this extension a loss occurrence shall mean all individual losses arising during a continuous period of twelve hours.

19 Loss of Rent and Alternative Accommodation

If residential property insured by this section becomes uninhabitable as a result of damage insured by this section we will pay for the cost of:

a. temporary alternative accommodation for your tenants and temporary storage of your tenants furniture or

b. the difference between the rent receivable received during the period of repair or rebuilding and the rent receivable which would have been received had the damage not occurred and

c. the additional expense necessarily incurred during the period of repair or rebuilding in avoiding or reducing the amount of any loss of rent receivable but not exceeding the amount thereby avoided or reduced less any savings in charges and expenses consequent on the damage provided that we will not be liable:

i. for any amount in excess of 20% of the sum insured in respect of the damaged building

ii. if the Loss of Rent section is operative

Exclusions to the Property Section

We will not pay for:

a. the amount of the excess shown on the schedule

b. damage to:

i. vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

ii. property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

iii. land, piers, jetties, bridges, culverts or excavations

iv. animals, growing crops, plants or trees

c. damage to property which at the time of the happening of damage is insured by or would but for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected

d. damage to any property more specifically insured

e. reduction in value

f. consequential loss of any kind

g. wear and tear.

Basis of Settlement

We will pay you the value of the property insured at the time of the damage or, at our option, reinstate, replace or repair such property or any part of such property in accordance with the following bases of settlement. We shall not be bound to reinstate exactly, but only as circumstances permit. We will not pay for the costs of preparing any claim.

The maximum amount we will pay for damage to any property is the sum insured shown on the schedule in respect of that property (adjusted in accordance with Extension 14– Index Linking to the Property Section).
1 Reinstatement
For items insured by Sub-Section C or where R is shown as the Basis of Settlement on the schedule, the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

a. where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same but not better or more extensive than its condition when new

b. where property is lost destroyed or damaged beyond repair, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new

Special Provisions
The following special provisions apply when a claim is dealt with on this basis:

i. if replacement does not happen within 12 months of the damage, or longer period if agreed in writing by us, we will settle the claim in accordance with Basis of Settlement 2

ii. when any property insured under this section is damaged in part only our liability shall not exceed the sum representing the cost which we could have been called upon to pay for the replacement if such property had been wholly destroyed

iii. no payment beyond indemnity shall be made until the cost of replacement shall have been actually incurred.

Underinsurance
If at the time of the damage, the declared value of the insured item be less than the cost of reinstatement at the inception of the period of insurance, then our liability shall be limited to the proportion which the declared value bears to the cost of reinstatement.

Condition Precedent to liability under the Property Section

1 Felt Roof Inspection Condition
It is a condition precedent to our liability under this section that buildings with a felt roof or section thereof where the mineral felt surface has not been replaced for ten years or longer must be inspected annually by a competent roofing contractor prior to the month of October each year and any necessary works identified should be completed within 60 days of receipt of the report by you. Evidence of such inspection and any remedial work identified following such inspection should be kept and produced if requested by us.
Loss of Rent Section

The covers described below are only operative if shown as insured on the schedule.

Cover

Sub-Section A – Rent
We will cover you for loss of rent receivable as a result of damage occurring during the period of insurance to property used by the business at the premises from the cover causes shown against this item on the schedule.

We will calculate the loss of rent receivable as follows:

- a) in respect of the reduction in rent receivable due to the damage, the amount by which rent receivable during the indemnity period shall in consequence of the damage fall short of the amount that should have been received and
- b) increase in cost of working but not exceeding the reduction of rent receivable avoided less any sum saved during the indemnity period for charges and expenses payable out of rent receivable which reduce or cease.

Extensions to Sub-Section A – Rent

(Subject to the terms, conditions and exclusions of the sub-section and the policy)

1 Accountants’ and Auditors’ Charges
We will pay for charges payable by you to your accountants or auditors for producing particulars, details, proofs, information or evidence that we may require.

2 Documents
We will cover you for loss resulting from interruption of or interference with the business arising from damage from Cover Causes 1, 2, 3 or 4 to computer records, documents, manuscripts and business books belonging to you or held in trust by you whilst temporarily at premises not in your occupation or whilst in transit by road, rail or inland waterway in the territorial limits.

3 Denial of Access
If this cover is shown as insured on the schedule, we will cover you for loss of rent receivable up to the limit shown on the schedule as a direct result of damage from Cover Causes 1, 2, 3 or 4 to property within a radius of 1km of the premises which prevents or physically hinders the use of or access to the premises, whether or not there has been damage to property at the premises. Exclusion 1 to Sub-Section A – Material Damage Insurance does not apply to this extension.

4 Public Utilities
If this cover is shown as insured on the schedule, we will cover you up to the limit shown on the schedule, for loss resulting from the interruption of or interference with the business as a direct result of accidental failure of wireless or wired telecommunications services and the public supply of water, electricity or gas at the terminal ends of the supply company’s feed to the premises not caused by:

- a) the deliberate act of the supplier to restrict or withhold the supply
- b) atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- c) a fault in any part of the installation you are responsible for at the premises
- d) drought

and excluding any interruption of or interference with the business as a direct result of a failure of a public supply which lasts less than 24 consecutive hours.

5 Terrorism Extension
If this extension is shown as insured on the schedule, this section is extended to include loss of rent receivable provided liability is admitted under the applicable Terrorism Extension of the Property Section.

6 Defective Sanitation
We will cover you for loss of rent receivable arising from any accident causing defects in the drains or other sanitary arrangements at the premises which cause restrictions on the use of the premises on the order or advice of the local authority provided we will not be liable for any amount in excess of £25,000.

7 Managing Agents
We will cover you for loss of rent receivable arising from damage by Cover Cause 1, 2, 3 or 4 to property at the premises of your managing agents provided that we will not be liable for:

- a) any loss as a result of damage at any premises not within the territorial limits
- b) any amount in excess of £25,000.

8 Automatic Increase in Sum Insured
The sum insured by this sub-section is increased by an amount not exceeding 100% to allow for increases arising out of rent reviews occurring within the indemnity period. This extension shall not apply in respect of increases already agreed at the inception of the period of insurance in which the loss occurs.
Exclusions to Sub-Section A

1 Material Damage Insurance
We will not pay for loss of rent receivable unless at the time of the damage to property resulting in loss of rent receivable, there is in force an insurance policy covering your interest in the property for the damage suffered and:

a payment has been made or liability admitted for the damage or
b payment would have been made or liability would have been admitted for the damage but for the exclusion of losses below a stated amount or percentage in the policy.

Sub-Section B – Cost of Alternative Accommodation
We will cover you for the cost of alternative accommodation if the premises are rendered uninhabitable as a direct result of damage occurring during the period of insurance to the buildings owned by you from the cover causes shown against this item on the schedule up to the amount shown on the schedule.

Extensions to Sub-Section B – Cost of Alternative Accommodation
(Subject to the terms, conditions and exclusions of the sub-section and the section and the policy)

1 Denial of Access
If this cover is shown as insured on the schedule, we will cover you, up to the limit shown on the schedule, for the cost of alternative accommodation incurred as a direct result of damage occurring during the period of insurance from Cover Causes 1, 2, 3 or 4 to property within a radius of 1km of the premises which prevents or physically hinders the use of or access to the premises, whether or not there has been damage to property at the premises.

2 Public Utilities
If this cover is shown as insured on the schedule, we will cover you, up to the limit shown on the schedule, for the cost of alternative accommodation incurred as a direct result of accidental failure of wireless or wired telecommunications and the public supply of water, electricity or gas at the terminal ends of the supply company’s feed to the premises not caused by:

a the deliberate act of the supplier to restrict or withhold the supply
b atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
c a fault in any part of the installation you are responsible for at the premises
d drought and excluding any interruption of or interference with the business as a direct result of a failure of a public supply which lasts less than 24 consecutive hours.

Exclusions to Sub-Section B

1 Material Damage Insurance
We will not pay for cost of alternative accommodation unless at the time of the damage to property causing costs of alternative accommodation, there is in force an insurance policy covering your interest in the property for the damage suffered and:

a payment has been made or liability admitted for the damage or
b payment would have been made or liability would have been admitted for the damage but for the exclusion of losses below a stated amount or percentage in the policy.

Sub-Section C – Machinery Breakdown
Cover
We will pay you for loss of rent receivable as calculated under Sub-Section A, subject to the limit shown on the schedule for Sub-Section C, directly arising from an accident to covered equipment insured by the Property Section for which we have admitted liability under Sub-Section D.

Extensions to Sub-Section C
(Subject to the terms, conditions and exclusions of the sub-section, the section and the policy)

1 Computer Operations
We will pay for costs necessarily incurred in minimising or preventing interruption of or interference with your computer operations following an accident to or derangement of computer equipment insured by the Property Section for which we have admitted liability under Sub-Section D – Machinery and Computer Equipment Breakdown subject to a maximum amount of £50,000 in any one period of insurance.

2 Additional Access Costs
We will pay for additional cost incurred in order to gain access to repair or replace the covered equipment following an accident up to an amount not exceeding £20,000 for any one accident.

Exclusions to Sub-Section C

1 Material Damage Insurance
We will not pay for loss of rent receivable unless at the time of the damage to property causing loss of rent receivable there is in force an insurance policy covering your interest in the property for the damage suffered and:

a payment has been made or liability admitted for the damage or
b payment would have been made or liability would have been admitted for such damage but for the exclusion of losses below a stated amount or percentage in the policy.

2 Backup Procedures
We will not be liable for delay in resuming operations due to the need to reconstruct or re-input data or programs on media where you have not fully complied with Condition 2 - Back up Procedures to Sub- Section D of the Property Section.

3 Damage to Own Surrounding Property
We will not be liable under this sub-section for loss resulting from the explosion or collapse of any covered equipment operating under steam pressure.
Basis of Settlement

1 Limit
The maximum amount we will pay under this section will not exceed in any one period of insurance the sums insured and limits shown on the schedule.

2 VAT
To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of this tax.

3 Underinsurance
If the sum insured shown on the schedule is less than the rent receivable (excluding the allowance for review) for the 12 months (or proportionately increased multiples of this if the maximum indemnity period exceeds 12 months) immediately prior to the occurrence of the damage the amount payable will be proportionately reduced.
Liability Section

Sub-Section A – Employers’ Liability
The cover described below is only operative if shown as insured on the schedule.

Cover
We will pay the amount of damages and claimants’ costs and expenses which you become legally liable to pay in respect of accidental injury sustained by any employee caused during the period of insurance, arising out of and in the course of their engagement by you for the purposes of the business and happening within the territorial limits.

We will also pay your costs and expenses.

Limit of Indemnity
The maximum amount we will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, claimants’ costs and expenses and your costs and expenses shall not exceed:

a in respect of an act of terrorism the terrorism limit of indemnity
b in respect of all claims other than by an act of terrorism the employers’ liability limit of indemnity shown on the schedule.

If we allege that by reason of the terrorism limitation any injury, cost or expense is not covered, the burden of proving the contrary shall be upon you.

Where more than one party is entitled to indemnity under this sub-section, our total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the schedule.

Extensions to Sub-Section A – Employers’ Liability
(Subject to the terms, conditions and exclusions of this subsection, this section and this policy)

1 Indemnity to Principal
We will, at your request, treat any principal as though they were you in respect of accidental injury arising out of the performance of work by you for the principal provided that:

a you would have been liable if the claim had been made against you
b the principal complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
c the conduct and control of all claims is vested in us

d our liability shall be limited to only what is required by the contract between you and the principal.

2 Indemnity to Directors, Partners and Employees
We will, at your request, treat directors, partners or employees as though they were you in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this policy in so far as they can apply.

3 Cross Liabilities
Where more than one person is shown as the Insured on the schedule this sub-section shall apply separately to each person named in the same way as if a separate sub-section had been issued to each of them.

4 Court Attendance
We will pay you the amounts shown below for each day such persons are required to attend court in connection with a claim for which you are entitled to indemnity under this sub-section:

a you or any director or partner £500
b any employee £250.

5 Corporate Manslaughter – Legal Defence Costs
We will pay your costs and expenses and prosecution costs awarded against you incurred in connection with the defence of criminal proceedings brought against you, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the business during the period of insurance provided that we shall not be liable:

a for the payment of fines or penalties
b for costs in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of, or reckless disregard for statutory regulations
c for costs arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
d for costs in connection with proceedings for which a claim has been admitted under Sub-Section B of this section – Public Liability
e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of you and us, the appeal is more likely to succeed than not
f if you are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, you also have a claim under any section or sub-section of this policy arising from the same cause or occurrence, any amounts
already paid, or incurred but not yet paid, for your costs and expenses and prosecution costs will be deducted from the total amount payable under this extension.

6 Health and Safety at Work Act 1974 – Legal Defence Costs
We will cover you, and at your request, any director, partner or employee, in respect of your costs and expenses incurred in the defence of a prosecution and prosecution costs awarded against you, including an appeal against a conviction, brought for a breach of:
- the Health and Safety at Work Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
provided that:
- the offence under such legislation is alleged to have been committed during the period of insurance in connection with the business and relates to the health safety and welfare of an employee
- we shall not be liable:
  - for the payment of fines or penalties
  - for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
  - for costs arising from any offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- unless each director, partner or employee to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- if an indemnity is provided by any other insurance.

7 Unsatisfied Court Judgments
If a judgment for damages or costs is obtained by an employee or their personal representatives for an injury sustained by the employee within the territorial limits we will, at your request, pay to the employee, or their personal representatives, the amount of such compensation to the extent that it remains unsatisfied provided that:
- the injury is caused during the period of insurance
- the injury arises out of their engagement by you in the course of the business
- the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- the judgment was against a company, partnership or individual other than you, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- the judgment is not the subject of an outstanding appeal
- if any payment is made under the terms of this extension the employee or the personal representatives of the employee shall assign the judgment to us.

Our liability shall not exceed the limit of indemnity shown on the schedule for Sub-Section B – Employers’ Liability.

Exclusions to Sub-Section A – Employers’ Liability

1 Offshore Work
We will not pay for liability arising from or in connection with:
- any work in or on any offshore installation or support vessel
- travel to, from or between any offshore installation or support vessel
- work undertaken from an offshore installation or support vessel.

2 Use of Vehicles
We will not pay for liability for injury for which you are required to arrange insurance or security in accordance with road traffic legislation.

Condition to Sub-Section A – Employers’ Liability

1 Right of Recovery Condition
The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

Sub-Section B – Public Liability
The cover described below is only operative if shown as insured on the schedule.

Cover
We will pay the amount of damages and claimants’ costs and expenses which you become legally liable to pay in respect of accidental:
- injury
- damage to property
- obstruction, trespass, nuisance or interference with any right of way, light, air or water
occurring during the period of insurance and arising out of and in the course of the business and within the territorial limits.

We will pay your costs and expenses in addition.

Limit of Indemnity
The maximum amount we will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause shall not exceed:
- in respect of an act of terrorism, the terrorism limit of indemnity
- in respect of an occurrence of pollution or contamination, the pollution limit of indemnity
- in respect of all claims other than by an act of terrorism or occurrence of pollution or contamination the public liability limit of indemnity shown on the schedule for this sub-section.

Where liability arises out of or in connection with an act of terrorism our maximum liability including damages, claimants’ costs and expenses and your costs and expenses will not exceed the terrorism limit of indemnity shown on the schedule.
If we allege that by reason of the terrorism limitation any damage, cost or expense is not covered, the burden of proving the contrary shall be upon you.

Where more than one party is entitled to indemnity under this sub-section, our total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the schedule.

Extensions to Sub-Section B – Public Liability
(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

1 Leased, Hired or Rented Premises
We will cover you in respect of legal liability incurred by you as tenant of premises you lease, rent or hire for the purposes of the business within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

a damage to buildings including any landlord’s fixtures and fittings caused by any of Cover Causes 1, 2 or 4
b reinstatement or repair of accidental damage to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by you in connection with the business but excluding consequential loss of any kind or description provided that we shall not be liable for liability attaching to you solely by the terms of the tenancy or any other agreement.

d the amount of compensation which you are entitled to indemnity under this sub-section:  
  a you or any director or partner £500
  b any employee £250.

2 Indemnity to Directors, Partners and Employees
We will, at your request, treat directors, partners or employees as though they were you in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this policy in so far as they can apply.

3 Cross Liabilities
Where more than one person is shown as the Insured on the schedule this sub-section shall apply separately to each person named in the same way as if a separate sub-section had been issued to each of them.

4 Court Attendance
We will pay you the amounts shown below for each day such persons are required to attend court in connection with a claim for which you are entitled to indemnity under this sub-section:

a you or any director or partner £500
b any employee £250.

c for costs in connection with a charge or investigation occurring during the period of insurance provided that we shall not be liable:
  a for the payment of fines or penalties
  b for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations

d for costs arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of you and us, the appeal is more likely to succeed than not.

If, in addition to a claim under this extension, you also have a claim under any section or sub-section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for your costs and expenses and prosecution costs will be deducted from the total amount payable under this extension.

6 Health and Safety at Work Act 1974 – Legal Defence Costs
We will cover you and, at your request, any director, partner or employee, in respect of your costs and expenses incurred in the defence of a prosecution and prosecution costs awarded against you, including an appeal against a conviction brought for a breach of:

a the Health and Safety at Work Act 1974
b the Health and Safety at Work (Northern Ireland) Order 1978

d the amount of compensation which you are entitled to indemnity under this sub-section:
  a you or any director or partner £250
  b any employee £125.

e for the payment of fines or penalties
f for costs in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations

g for costs arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

h unless each director, partner or employee to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply

i if an indemnity is provided by any other insurance.

7 Data Protection Act 1998
We will pay:

a the amount of compensation which you become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
b for defence costs and prosecution costs awarded against you in respect of a prosecution under Section 60 of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the period of insurance and in the course
of the **business** and you being registered in accordance with the requirements of the Data Protection Act 1984, or in the process of applying for such registration which has not been refused or withdrawn provided that **we** shall not be liable:

i for the payment of fines or penalties
ii for any deliberate act or omission by you or any **director**, **partner** or **employee** from which you or they could have reasonably expected liability or costs to attach
iii for liability or defence or prosecution costs arising from recording, processing or provision of data for reward
iv for liability or defence or prosecution costs arising from determining the financial status of a person
v for liability or defence or prosecution costs arising from an agreement which would not have attached in absence of such agreement
vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
vii if an indemnity is provided by any other insurance.

### 8 Defective Premises Act

**We** will cover you in respect of legal liability incurred by you during the **period of insurance** for accidental:

a injury or
b damage

arising solely by reason of:

i Section 3 of the Defective Premises Act 1972 or
ii Section 5 of the Defective Premises (Northern Ireland) Order 1975

in connection with premises which were owned by you in connection with the **business** but have been disposed of by you provided that **we** shall not be liable:

i for the cost of remediing any defect or alleged defect in the premises
ii if you are entitled to indemnity from any other source.

### 9 Overseas Personal Liability

**We** will cover you or any **director**, **partner** or **employee** or any member of their family accompanying them in respect of legal liability incurred in a personal capacity arising out of accidental:

a injury to any person
b damage to property

occurring during the **period of insurance** during visits of less than six months duration in connection with the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:

i the conduct and control of all claims is vested in **us**
ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
iii **our** total liability will not exceed the Public Liability limit of indemnity shown on the **schedule**.

**We** will not pay:

a for liability arising from or in connection with:
   i any business, profession or trade
   ii ownership or occupation of land or buildings
   iii ownership possession or use of:
      - mechanically propelled vehicles and anything attached to them
      - craft intended to travel through air or space
   iv property held in trust
v injury to any **director**, **partner** or **employee** or family member accompanying them

- **property** held in trust
- **injury** to any **director**, **partner** or **employee** or family member accompanying them

b liability more specifically insured
c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

### 10 Movement of Obstructing Vehicles

**We** will cover you in respect of liability arising from you or an authorised **employee** acting on your behalf moving any obstructing motor vehicle that is not owned or hired by or lent to you or them to allow access to the **premises** or the movement of another vehicle provided that:

a vehicle movements are made only by use of the owners ignition key
b the person moving the vehicle is competent to do so
c we will not be liable for:
   i damage to the moved vehicle or goods carried in or on it
   ii the movement of a vehicle in circumstances where compulsory insurance or security is required by law.

### Exclusions to Sub-Section B – Public Liability

#### 1 Excess

**We** will not pay for the amount of the **excess** shown on the **schedule**.

#### 2 Offshore

**We** will not pay for liability arising from or in connection with:

a any work in or on any offshore installation or support vessel
b travel to, from or between any offshore installation or support vessel or
c work undertaken from an offshore installation or support vessel.

#### 3 Products

**We** will not pay for liability arising from or in connection with any **products supplied** after they have ceased to be in your custody or control, other than food or drink supplied to your non-paying guests.

#### 4 Employees

**We** will not pay for liability for **injury** sustained by any **employee** arising out of and in the course of their employment by you.

#### 5 Vehicles

**We** will not pay for liability arising from or in connection with the ownership, possession or use by you or on your behalf of:

a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if you are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft other than hand propelled watercraft, railways, railway locomotives and carriages.

- hovercraft and watercraft (other than non mechanically propelled craft less than nine metres in length used on inland waters)
- animals (other than pet domestic animals)
Liability Section - continued

6 Pollution
We will not pay for liability directly or indirectly arising from or in connection with pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance.
All pollution or contamination arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
Our total liability for all pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed the pollution limit of indemnity shown on the schedule.

7 Jurisdiction
We will not pay for any claim made in the courts of a country outside Europe.

8 Defective Work
We will not pay for the cost of making good, replacing or reinstating defective work carried out by you or on your behalf.

9 Advice
We will not pay for liability arising:
a out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
b from failure to give advice or any lack of professional skill.

10 Property in Your Possession
We will not pay for damage to:
a property belonging to you
b property held in trust or in the custody or control of you or any director, partner or employee
but this exclusion shall not apply to:
i any personal property (including motor vehicles) of directors, partners or employees or visitors of yours
ii premises occupied by you as provided by Extension 1 – Leased, Hired or Rented Premises.

11 Property Worked On
We will not pay for liability in respect of damage to property being worked on where the damage is as a direct result of the work undertaken.

12 Excluded Compensation
We will not pay for:
a liquidated damages, fines or penalties
b exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish you).
Definitions
The following definitions apply in addition to the general policy definitions.

Assured
- All or any of the persons who were, or now are, or may, during the period of insurance, be appointed as a director or officer of the Residents' Management Company for the premises, other than its auditors, liquidators, receivers or solicitors.
- The estates, heirs, legal representatives or assigns of such directors or officers in the event of their death, insolvency or bankruptcy.
- Spouses or civil partners of such directors or officers, but only in respect of any claim brought against such spouse or civil partner to enforce against the property of such spouse or civil partner a judgment obtained against one of the directors or officers of you, for which such director or officer is entitled to indemnity under this insurance.

Wrongful Act
Any:
- Breach of duty
- Breach of trust
- Negligent act, error or omission
- Mis-statement or misleading statement,
- Breach of warranty of authority
- Liability for wrongful trading (under section 214 of the Insolvency Act 1986)
- Libel or slander or defamation of character claimed against the directors or officers solely by reason of their serving as directors or officers.

Controlling Interest
Shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of you, for the time being in issue, and conferring the right to vote at general meetings, including shares held by all persons who in relation to each other are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.

Cover
We will cover the assured in respect of their activities for and on behalf of the Residents' Management Company, subject to the terms, conditions and exclusions of this policy and of this section up to the limit of indemnity shown on the schedule for:

1 Directors and Officers Liability
All sums which the assured are legally liable to pay as damages including claimants’ costs as the result of a claim or claims first made against them during the period of insurance and arising from any wrongful act committed in their capacity as directors or officers of you for which you have not provided indemnity to the assured.

2 Company Reimbursement
All sums that the Residents’ Management Company are legally liable to pay as damages including claimants’ costs as the result of a claim or claims first made against the assured during the period of insurance arising from any wrongful act committed in their capacity as directors or officers of the Residents’ Management Company but only when and to the extent that the Residents’ Management Company has provided an indemnity to the assured.

3 Advancement of Costs and Expenses
All costs and expenses incurred with our prior written consent by the directors or officers and to be advanced on a current basis to them in defending any actions, suits and proceedings against the directors and officers before civil courts in respect of a wrongful act for which the directors and officers or you are entitled to indemnity under this insurance.

In the event there is an allegation of any malicious, dishonest, fraudulent or criminal act or omission on the part of the directors or officers in any civil or criminal proceedings, the costs and expenses reasonably incurred by the directors or officers will only be advanced at our discretion and will be repayable if so advanced in the event that the directors or officers plead guilty, or are found guilty, or admit liability or are found liable for any malicious, dishonest, fraudulent or criminal act or omission.

If there is no such advancement, costs and expenses will be reimbursed to the directors or officers in the event of an acquittal or no finding of any malicious, dishonest, fraudulent or criminal act or omission.

Limit of Indemnity
Our liability for all damages and costs and expenses in respect of all claims made during the period of insurance shall not exceed the Directors and Officers Liability limit of indemnity shown on the schedule.
Directors and Officers Liability Section - continued

Discovery Clause
If we refuse to renew the insurance by this section, the assured have the right within 30 days of the expiry of the period of insurance, and on payment of an additional premium of 50% of the full annual section premium, to one single extension of the period of insurance with respect to claims first made against the assured during the period of one year after the expiry of the period of insurance but only with respect to any wrongful act committed or alleged to have been committed by the assured before the expiry of the original period of insurance shown on the schedule. This right must be exercised by notice to us in writing within the said period of 30 days. Such extended period of insurance shall immediately cease upon acceptance by you of an offer of any new insurance.

For the purpose of this clause it is agreed that the offer by us of renewal terms, conditions, limits of liability or premium different from those of this policy shall not constitute a refusal to renew this insurance.

The extension of the period of insurance under this clause does not increase the limit of indemnity under this section.

Conditions to the Directors and Officers Liability Section

1 Claims Notification
The assured shall, as a condition precedent to their right to be indemnified under this insurance give, written notice to us:

a of any claim made against them
b of the receipt of notice from any person of an intention to make a claim against them
c of any circumstances of which they shall become aware during the period of insurance which may give rise to a claim against them.

Where the assured have given notice under sub-paragraph b or c, any claim to which that notice or circumstance may give rise after the expiration of the period of insurance, shall be deemed for the purpose of this insurance to have been made on the date of notification.

It is hereby understood and agreed that notwithstanding any excess contained in this insurance, all claims, complaints or threats of action must be notified to us immediately and handled and controlled by us (as provided in the following conditions) or no indemnity shall be afforded by this insurance in respect of any such claims, complaints or threats of action.

2 Claims Settlement Consent
We shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim or recovery, however we shall not settle any claim or any recovery proceedings without the consent of the assured. If however the assured shall refuse to consent to any settlement recommended by us and shall elect to continue the defence of the claim or the prosecution of any recovery or contribution proceedings then our liability for the claim shall not exceed the amount which the claim would then have represented if it had been settled at the date of such refusal and then only up to the limit of indemnity.

3 Contest Proceedings
The assured shall not be required to contest any legal proceedings unless a Queen’s Counsel (or lawyer of similar standing outside England and Wales where appropriate) (to be selected by us after consultation with the assured) should advise that such proceedings should be contested.

4 Waiver of Subrogation Rights
If any payment is made under this insurance in respect of a claim we agree not to exercise our subrogated rights of recovery against any person who has been or may be under a contract of service or apprenticeship with you unless the payment giving rise to such right has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of such person.

5 Controlling Interest
If during the period of insurance:

a more than 50% of the Residents’ Management Company directors resign or are removed from office within any 90 day period or
b any person whether or not an existing shareholder acquires a controlling interest in the Residents’ Management Company then this insurance shall be restricted (unless we agree in writing to the contrary) so as to apply only to wrongful acts committed prior to the date of the first of such resignations or removals or such change of control.

Exclusions to the Directors’ and Officers Liability Section

1 Excess
We will not pay for the amount of the excess shown on the schedule.

2 Fraudulent Acts
We will not pay for any claim directly or indirectly caused or contributed to by any malicious, dishonest, fraudulent or criminal act or omission of the assured but nothing in this exclusion:

a shall prevent any person (within the definition of the assured) who is not concerned in such malicious, dishonest, fraudulent or criminal act or omission being indemnified in accordance with the terms of this insurance in respect of any loss arising out of any claim in respect of any malicious, dishonest, fraudulent or criminal act or omission by any other person
b shall prevent the assured being indemnified against costs and expenses reasonably incurred in successfully defending an action which arises out of an allegation of a malicious, dishonest, fraudulent or criminal act or omission.

3 Betterment
We will not pay for any claim based upon or attributable to the assured gaining any profit or advantage or receiving any remuneration to which he or she was not legally entitled.

4 Excluded Compensation
We will not pay for:

a taxes, fines, penalties
b exemplary, punitive or other non-compensatory damages of any kind (these are damages in excess of normal compensation awarded to punish you).
5 USA Jurisdiction
We will not pay for any claim, or loss arising from any claim, first made within the United States of America or Canada or any territories under the jurisdiction or the laws of the United States of America or Canada or for the enforcement of a judgment obtained in such countries or under such laws or any claim or loss arising from work carried out in places of business of the Residents’ Management Company situated in the United States of America or Canada.

6 Claims Admission
We will not pay for any claim made by the Residents’ Management Company or by any Director or Officer of the Residents’ Management Company where:

a. the original claim emanates from an independent third party or shareholder who is not an assured who brings an action on behalf of the assured
b. the claim is brought by or under the direction of an Office-Holder (as defined in the Insolvency Act 1986) or
c. the claim is in respect of a claim for the wrongful termination of employment of any employee.

7 Other Insurances
We will not pay for any claim in respect of which the assured is, or but for the existence of this insurance would be, entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this insurance not been effected.

8 Prior Claims or Knowledge
We will not pay:

a. for any claim arising out of any circumstances or occurrences notified under any insurance attaching prior to the inception of this insurance or which should have been so notified or any other circumstances or occurrences known to the assured prior to the inception of this insurance
b. for any claim arising out of any circumstances or occurrences happening prior to the commencement date of the insurance by this policy unless:
   i. there was previous insurance operative that would have indemnified the assured had the circumstances or occurrences been known to the assured prior to commencement of this insurance and
   ii. documentary evidence is provided of such previous insurance and
   iii. the circumstances or occurrences relating to such claim happened no more than two years prior to the commencement of the insurance by this policy.

9 Property or Injury Claim
We will not pay for any claim for bodily injury, mental anguish, personal injury, sickness, disease or death or for loss, destruction or damage of or to any property including loss of use thereof.

10 Pollution
We will not pay for any claim or loss, directly or indirectly caused by or contributed to, by or arising from pollution or contamination of any kind.

11 Professional Duty
We will not pay for any claim arising out of any breach of professional duty owed to any client, customer or any other person who relies on the assured’s advice, design, specification or other professional services.

12 Owner/Occupiers Liability
We will not pay for any claim for breach of any duty owed by you as occupier or owner of land or buildings.

13 Copyright
We will not pay for any claim for breach of any copyright, patent or other intellectual property right.
To make a claim, call 0345 122 3283
Please save this number to your mobile phone

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