



## **Flats Insurance Policy**

Quality Buildings Insurance for Flats and Apartments



Underwritten by Covea Insurance plc

# Elevations Express Flats Insurance Policy

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

**Your** premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

# Elevations Express Flats Insurance Policy

## Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
2. an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage or bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are insured.

## IMPORTANT

This policy is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

**You** must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

**You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.



James Reader  
Chief Executive Officer  
Covea Insurance plc  
Registered in England and Wales No. 613259  
Registered Office: Norman Place, Reading RG1 8DA.

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# Customer Service Information

## Helplines

### Glass Breakage Helpline

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by **your** policy, the cost will be paid direct by **us**.

To contact Glassolutions phone them on 0333 003 3388.

## Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

**Our** Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

## Elevations Express Flats Insurance Policy

This policy is arranged for **you** by Elevations Express who are part of the Midway Insurance Services Ltd group of companies. Midway Insurance Services Limited is a private company limited by shares incorporated in England and Wales under registered number 01361995. Its Registered Office is 6 Station Close, Potters Bar, EN6 1TL. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 303945. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Law applicable to the contract

**We** propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

## Promise of satisfaction and service

**We** are confident that **your** Elevations Express policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the date **your** policy begins or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 14.

## Confidentiality

**We** promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

# Customer Service Information

## Notification of a claim

If **you** have a claim or are aware of an incident that could result in a claim, please contact your usual insurance advisor or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

**We** will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

# Customer Service Information

## Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact **your** broker.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled **you** should contact **us**:

The Customer Services Manager,  
Covea Insurance plc,  
50 Kings Hill Avenue,  
Kings Hill,  
West Malling,  
Kent  
ME19 4JX

or telephone **us** on 0330 134 8194

or email **us** at [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk)

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

**You** may have the right to refer it to the

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

# Customer Service Information

## How we use your information

The personal information, provided by **you**, is collected by or on behalf of Covéa Insurance and may be used by us, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

**We** may also share **your** information with reinsurers and regulators, as required by law. From time to time **we** may need to undertake some of the processing of **your** data in countries outside of the European Economic Area, and in such cases **we** will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

**We** will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you**. **We** will collect sensitive information when dealing with **your** policy; **we** will however only collect information that is relevant to **your** policy, its administration or claims handling.

**Your** personal information will be kept secure at all times.

### Fraud Prevention and Detection

In order to prevent or detect fraud **we** will check **your** details with various fraud prevention agencies, who may record a search.

Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers.

Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting Covéa Insurance.

### Disclosure of Other People's Personal Information

**You** should show this notice to anyone whose personal information **you** provide to us. **You** must ensure that any such information **you** supply relating to anyone else is accurate and that **you** have obtained their consent to the use of their data for the purposes set out above.

### Your Rights

Under the Data Protection Act 1998 **you** have the right of access to the personal information held about **you** by us. **You** can exercise this right by contacting us. **We** will make a charge of **£10** for dealing with these requests. **You** have the right to request that **we** correct any inaccuracies in the personal information **we** hold about **you**. Please contact **your** broker or Covéa Insurance if **your** personal information needs updating.

### Consent

By providing **us** with information, **you** also provide **us** with **your** consent and that of any other person whose information **you** provide, to the personal information being used for the purposes set out above.

### How to Contact Us

If **you** would like some more detailed information on how **we** share **your** personal information, please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection).

If **you** have any concerns about **our** use of **your** information please write to  
Customer Relations, Covéa Insurance, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.  
Telephone: 0330 134 8194.

If **you** contact Covéa Insurance by telephone **your** call may be recorded for training and evidential purposes.



# Customer Service Information

## Employers Liability Tracing Office

Certain information relating to **your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

## Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

# Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy unless stated otherwise. These words or expressions will be shown in bold wherever they appear.

<b>act of terrorism</b>	<p>an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ol style="list-style-type: none"><li>1. involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and</li><li>2. is committed for political, religious, ideological or other similar purposes</li></ol>
<b>asbestos</b>	asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	bodily injury including death illness disease mental injury mental anguish or nervous shock but not defamation
<b>buildings</b>	<ol style="list-style-type: none"><li>1. The block of flats garages domestic outbuildings swimming pools hard courts terraces patios drives and footpaths walls fences gates hedges television aerials satellite dishes external lighting closed circuit television installations solar panels and wind turbines</li><li>2. Landlords fixtures and fittings (including fitted carpets in the common parts)</li></ol> all situated as stated in the <b>schedule</b>
<b>business</b>	property owners of flats
<b>compensation</b>	damages including interest.
<b>costs and expenses</b>	<ol style="list-style-type: none"><li>1. claimants' legal costs for which <b>you</b> are legally liable</li><li>2. all costs and expenses incurred with <b>our</b> written consent in defending any claim</li><li>3. the solicitor's fees incurred with <b>our</b> written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry</li></ol>
<b>computer equipment</b>	computer or other data processing equipment, including media and other items used in conjunction with such equipment
<b>communal &amp; landlords contents</b>	<p>Furniture, carpets, furnishings and all other property belonging to <b>you</b> or for which <b>you</b> are responsible and <b>landlords gardening equipment</b></p> <p>not including:</p> <ol style="list-style-type: none"><li>1. landlords fixtures and fittings</li><li>2. articles of gold silver or other precious metals, jewellery or furs, clothing and personal effects</li><li>3. money, stamps coins and other collections, certificates, cheques, securities or documents of any kind</li><li>4. fitted carpets in the common parts</li><li>5. motor vehicles, caravans, trailers, watercraft, hovercraft, aircraft, cycles and their accompanying accessories, livestock and pets</li></ol>
<b>damage</b>	loss, destruction or damage not otherwise excluded

# Definitions

## declared value

**your** assessment of the cost of reinstatement of the **buildings** at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with in as far as the insurance provides allowance for:

1. the additional cost of reinstatement to comply with public authority requirements
2. professional fees
3. debris removal costs

## 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 including but without limitation the generation of **excess** traffic into network addresses, the exploitation of system or network weaknesses and the generation of **excess** or non-genuine traffic between and amongst networks

## employee

in connection with **your business** any

1. person under a contract of service or apprenticeship to **you**
2. labour master or labour only sub contractor or person supplied by them
3. self employed person providing labour only
4. trainee or person undergoing work experience, training, study or exchange scheme
5. person hired to or borrowed by **you**
6. voluntary workers

## excess

the amount for which **you** will be responsible and which will be deducted from each and every claim

## General Cover

any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or **business** interruption in **Great Britain**

## Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

## Hacking

unauthorised access to any **computer equipment**

## landlords gardening equipment

gardening equipment belonging to **you** or which **you** are legally responsible for excluding any mechanically propelled vehicle where cover or security is required under any Road Traffic Act legislation

## nuclear installation

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

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

## nuclear reactor

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

## phishing

access or attempted access to data or information by means of misrepresentation or deception

## period of insurance

the period stated in the **schedule**

# Definitions

<b>pollution or contamination</b>	<ol style="list-style-type: none"><li>1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and</li><li>2. all <b>bodily Injury</b> or <b>damage</b> directly or indirectly caused by such pollution or contamination</li></ol>
<b>premises</b>	The buildings or part of the buildings situated at the address or addresses shown in the <b>schedule</b> owned by <b>you</b> or for which <b>you</b> are legally responsible
<b>products supplied</b>	any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by <b>you</b> or on <b>your</b> behalf in connection with the <b>business</b> and no longer in <b>your</b> charge or control
<b>property insured</b>	<b>buildings, communal &amp; landlords contents, landlords gardening equipment</b> or any other property, as specified in the <b>schedule</b>
<b>schedule</b>	this provides details of <b>you</b> , the <b>period of insurance</b> , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
<b>territorial limits</b>	<b>Great Britain</b> , Northern Ireland, the Isle of Man or the Channel Islands
<b>United Kingdom</b>	England, Scotland, Wales and the Isle of Man
<b>unoccupied</b>	insufficiently furnished for normal habitation for more than 30 days
<b>unoccupied completely</b>	where the entire building is empty, vacant or not in use
<b>virus or similar mechanism</b>	program code, programming instruction or any set of instructions intentionally constructed the ability to <b>damage</b> , interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but without limitation Trojan horses, worms and logic bombs
<b>we, us, our</b>	Covea Insurance plc
<b>you, your, yours</b>	the person, persons or company named as the Insured in the <b>schedule</b> (unless otherwise stated).

# General Conditions

## Applicable to all sections

### Cancellation

**You** may cancel this policy by giving written instructions to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

**You** may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to **us** at the above address.

**You** will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

1. will stop applying for **your** monthly premium
2. may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

**We**, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

1. not
  - a) paying a premium when it is due
  - b) co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
  - c) taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policyand failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
2. use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid as described in **your** Loan Agreement.

### Change in risk

**You** or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:

1. **your** interest ceases other than by death
  2. the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- at any time after the commencement of this insurance unless
- we**
- have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

# General Conditions

## Applicable to all sections

### Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

1. advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
2. advise **us** as soon as reasonably possible
3. not admit or repudiate liability without **our** written consent
4. inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
5. provide at **your** own expense all assistance, details and evidence **we** may reasonably require
6. take all reasonable steps to mitigate the extent of any **damage**.

### Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

### Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

### Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

### Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

1. such failure was deliberate or reckless; or
2. **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- a) proportionately reduce the amount payable in respect of a claim; and/or
- b) treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

# General Conditions

## Applicable to all sections

### Fair Presentation of the Risk (continued)

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

### Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

1. will not pay the claim;
2. may recover from **you** any sums already paid by **us** in respect of the claim; and
3. may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

1. making a claim which is fraudulent, fictitious or known to be false
2. intentionally exaggerating or inflating a claim
3. supporting a claim with false or forged documents, information or statements
4. wilfully causing **damage** or injury

### Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

### Other insurance

**We** will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

### Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

# General Conditions

## Applicable to all sections

### Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

1. take all reasonable precautions to prevent **damage**, accident or **bodily injury**
2. keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
3. comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
4. as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
5. exercise due care in the selection and supervision of **employees**.

### Reinstatement of sum insured

**We** will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

1. **you** undertake to pay the appropriate additional premium
2. **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

### Rights

**We** are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

### Subjectivity

**We** will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

1. providing **us** with any additional information requested by a required date(s)
2. completing any actions agreed between **you** and **us** by a required date(s)
3. allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

1. modify **your** premium
2. issue a mid-term amendment to **your** policy or section terms and conditions
3. require **you** to make alterations to the insured **premises** by the required date(s)
4. exercise **our** right to cancel the policy
5. leave the policy or section terms and conditions and the premium unaltered.

**We** will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

1. **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
2. **we** may at **our** option exercise **our** right under the General Condition of Cancellation of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.



# General Conditions

## Applicable to all sections

### Subrogation

**We** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

### Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

1. is operative only in connection with particular premises or locations;
2. is operative only at particular times; or
3. is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

# General Exclusions

## What you are not covered for

### 1. Applicable to all Sections

We will not pay for damage to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

#### Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

#### War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

#### Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

#### Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

#### Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
  - b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction.
- However, subsequent loss or **damage** which is otherwise covered by **your** policy is nevertheless insured

### 2. Applicable to all Sections other than Liability

We will not pay for loss, destruction or **damage** to the **property insured** resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

#### Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

If **we** allege that by reason of this exclusion any loss, destruction, **damage**, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

#### Pollution or Contamination

- a) to property caused by pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the **Business** Interruption Section of this policy resulting from pollution or contamination other than loss resulting from **damage** at the premises to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

#### Process of Heat

To property undergoing any process involving it's application of heat

#### Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household be concerned as principal or accessory

# General Exclusions

## What you are not covered for

### Vacant Premises

Caused by theft or attempted theft, malicious **damage**, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware when the **buildings are unoccupied completely**

### Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

### Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

### Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

## 3. Applicable to all Liability Sections other than Employers' Liability

**We** will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

### Pollution or Contamination

Any liability for

- a) **bodily injury** (other than **bodily injury** to an **employee** arising out of and in the course of employment in the **business**) or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants
- b) the cost of removing, nullifying or cleaning up pollutants unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

### Asbestos

- a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **asbestos** including any products containing **asbestos**

# Property Damage - Buildings

## What you are covered for

### A The Buildings

All risks – i.e. accidental **damage** of or to the **buildings** by

1. fire explosion lightning earthquake
2. smoke
3. storm and flood

**We** will not be liable for **damage**:

1. caused by frost
2. attributable solely to a change in the water table level
3. to fences gates and hedges
4. escape of water from water tanks pipes or apparatus or fixed heating installations
5. freezing of water in tanks apparatus or pipes

**We** will not be liable:

1. in respect of each occurrence an excess of £500 in addition to the excess shown in the **schedule** for **damage** to the block of flats or to any flat occurring when it has been left **unoccupied**
2. **damage** caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**
6. theft or attempted theft

**We** will not be liable:

1. in respect of each occurrence an excess of £500 in addition to the excess shown in the **schedule** for **damage** to the block of flats or to any flat occurring when it has been left **unoccupied**
2. for **damage** caused by **you** or any member of **your** family or any of **your** directors or **employees** or by any occupier to the flat in which they reside
7. riot civil commotion strikers or persons taking part in labour and political disturbances
8. malicious persons or vandals

**We** will not be liable:

1. in respect of each occurrence an excess of £500 in addition to the excess shown in the **schedule** for **damage** to the block of flats or to any flat occurring when it has been left **unoccupied**
2. **damage** caused by **you** or any member of **your** family or any of **your** directors or **employees**
9. leakage of oil from a fixed heating installation
10. impact by aircraft or other aerial devices or articles falling from them
11. impact by any road vehicle or animal or by goods falling from them
12. falling radio and television receiving aerials including satellite dishes their fittings and masts
13. falling trees (in part or otherwise)
14. subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

**We** will not be liable:

1. in respect of each occurrence the first £1000 of any amount payable in respect of each block of flats unless shown otherwise in the **schedule**
2. **damage** if any of the property on the site has to **your** reasonable knowledge previously suffered **damage** by subsidence heave or landslip unless disclosed by **you** and accepted by **us**
3. **damage** due to coastal or river erosion
4. **damage** to solid floors caused by compaction of infill or the use of defective materials or faulty workmanship **damage** caused by or consisting of normal settlement bedding down of new structures the settlement or movement of made-up ground or shrinkage or by subsidence of newly made-up ground

# Property Damage - Buildings

5. **damage** to the **buildings** caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the building(s)

15. any other cause not otherwise excluded

## General Exclusions to cover A

We will not be liable in respect of:

1. **damage** arising from wear tear settlement or shrinkage wet or dry rot vermin insects fungus atmospheric climatic or weather conditions or any gradually operating cause
2. **damage** arising from the use of defective materials defective design or faulty workmanship
3. **damage** arising from any building work comprising of alterations renovations additions and repairs to the building
4. the cost of maintenance or normal redecoration
5. **damage** specifically excluded elsewhere in this policy

## Excess applicable to cover A

Other than in respect of subsidence and/or ground heave the first £100 of any amount payable in respect of each occurrence in respect of each block of flats unless shown otherwise in the **schedule** or policy.

## Basis of Claims Settlement for cover A

In the event of **damage** to the building by this section the basis upon which the amount payable will be calculated shall be the cost of repairing or reinstating the property equal to its condition when new provided that

1. this is carried out without delay and in the most economical manner
2. when the building is partially lost, destroyed or damaged **our** liability shall not exceed the estimated reinstatement cost which would have been payable had it been wholly lost or destroyed
3. until reinstatement has been completed no payment shall be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.
4. where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the Basis of claims settlement is restated to read as follows -

Following **damage** insured by this section and subject to the adequacy of the sums insured and to the Limits of liability the Company will pay the value of the **buildings** at the time of the **damage**, or the amount of such **damage** as the case may be, after due allowance for wear, tear or depreciation or as its option replace, reinstate or repair the lost, destroyed or damaged property.

## Maximum amount payable under cover A

The most **we** will pay in respect of any one occurrence will not exceed:

1. the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**
2. £10,000 in respect of malicious damage caused by the malicious actions of a tenant their family or guests occupying the **building** or portion of any **building** for residential purposes.

## Extensions to cover A

When a claim is accepted under cover A cover also includes

1. professional fees – architects surveyors consulting engineers legal and other similar fees necessarily and reasonably incurred in reinstating the **buildings**
2. debris removal – the cost of
  - a) removing debris dismantling demolishing propping or shoring up **damaged** parts of the **buildings**
  - b) cleaning drains subject to a limit of £5000 in respect of any one claim necessarily and reasonably incurred with **our** written consent
3. capital additions –
  - a) any newly acquired or newly erected **buildings** and
  - b) alterations additions and improvements to **buildings** anywhere in the United Kingdom Channel Islands and the Isle of Man up to a maximum of £500,000 for **buildings** at any one situation unless stated otherwise in **your** policy

**You** are required to give **us** particulars of such additions or alterations as soon as possible (and at not less than quarterly intervals) and arrange specific insurance on them retrospectively from the operative date when **your** insurable interest commenced

When such specific insurance is effected the cover under this extension is fully reinstated

# Property Damage - Buildings

We will not be liable for:

1. fees **you** incur when preparing any claim

## B Loss of rent cost of alternative accommodation and prevention of access

1. If any part of the building is damaged and rendered uninhabitable by any cause not otherwise excluded under cover A **we** will pay for loss of rent during the period necessary to restore such part to a habitable condition.
2. If the block of flats is insured on behalf of individual owners or lessees and any flat is damaged and made uninhabitable by any cause not otherwise excluded under cover A **we** will pay the reasonable additional expenses necessarily incurred by such owner, lessee or tenant for alternative accommodation including those required for residents' pets during the period necessary to restore the flat to a habitable condition.
3. In the event of **Damage** not otherwise excluded under cover A in the vicinity of the **premises** which hinders or prevents access to use or habitation of the **premises** or any flat within the **premises** by individual owners or lessees **we** will pay the reasonable additional expenses incurred by such owner or lessee for alternative accommodation including those required for resident's pets during the period when access use or habitation is hindered or prevented
4. Emergency Accommodation for Tenants of Lessees – the reasonably incurred cost of short term residential accommodation by tenants of lessees with our prior consent
  - a) following **damage** to the **premises** that renders any flat uninhabitable or
  - b) caused by prevention or hindrance of access to the **premises** or prevention of use of the **premises** in consequence of an occurrence any of the Perils insured under Section A in the immediate vicinity of the **premises**We will only pay for up to 7 night's residential accommodation

### Condition to cover B

1. It is a condition of this extension that any lessee that is the subject of indemnity must take all reasonable measures to ensure any loss is mitigated.

## General Exclusion to cover B

1. loss arising from obstruction by snow rain or flood water
2. If any claim under this cover is in any respect fraudulent or if fraudulent means are used by any lessee then all benefit under this cover shall be forfeited in respect of the lessee.

## Maximum amount payable under cover B

The maximum amount payable under cover B is 33.3 % of the **buildings** sum(s) insured of the block of flats which is the subject of the claim in respect of each occurrence

The maximum amount payable in respect of each damaged flat will be based on its proportionate share of the total management charges and/or ground rent for the block of flats

## Extension to cover B

### Unlawful Occupation

The insurance by this Section extends to include interruption of or interference with the **business** in consequence of access to or use of the **premises** being hindered or prevented due to the **premises** or any property within 250 metres of the **premises** or any rights of way being:

1. occupied by terrorists or persons thought to be terrorists
2. unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
3. thought to contain or actually containing a harmful device provided that the police are immediately informed.

We shall not be liable for:

1. loss arising from any cause within **your** control
2. loss as a result of physical loss or destruction of or **damage** to property
3. loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
4. any incident involving prevention or hindrance of access to or use of the **premises** of less than 24 consecutive hours duration.

**Our** liability under this Clause will not exceed £50,000 unless otherwise stated in the **schedule**.

# Property Damage - Buildings

## C Damage to Services

Accidental **damage** by external means to

1. cables or underground pipes providing services to or from the **building(s)**
2. septic tanks and drain inspection covers for which the Insured owner lessee or tenant of any flat forming part of the **buildings** is legally responsible

## D Breakage of fixed glass and sanitary fixtures

Accidental breakage of fixed glass forming part of the **building** including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splashbacks pedestals sinks lavatory pans and cisterns (and their fixtures and fittings) in the **buildings** including the cost of temporary boarding up where necessary pending replacement  
For the purposes of cover D the term glass includes polycarbonate and other synthetic substitutes

## Exclusion to cover D

Breakage in respect of the **buildings** or flat occurring when it is **unoccupied**

## E Trace and access and damage to drains

**We** will pay reasonable costs and expenses incurred with **our** consent

1. in locating the actual source of **damage** and
2. for repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **damage** is insured by this Section
3. **we** may however at **our** discretion and with **your** permission elect to re-route the pipework from which the escape of water has occurred. However, **we** will not pay more than **we** would have done if **we** had elected to repair as per clause (2) above.

**We** will not indemnify **you** for:

1. costs or expenses incurred where **damage** results solely from a change in the water table level.

The maximum **we** will pay in respect of any one claim is £50,000.

The Sum Insured for each **building** and Machinery Item extends to include an amount necessarily and reasonably incurred by **you**, and which **we** agree to for cleaning and/or clearing of

1. drains
2. sewers
3. gutters

for which **you** are responsible, following **damage** insured by this Section.

## F Replacement of locks

**We** will indemnify **you** and at your request your lessee for necessarily and reasonably incurred expenses for the replacement of external door locks following the loss of keys by theft all situated as stated in the **schedule**

The maximum **we** will pay in respect of any one claim is £2,500.

## G Damage to Grounds including damage by emergency services

**We** will indemnify **you** in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to **you** or for which **you** are responsible, following **damage** at the **Premises**.

**We** will not indemnify **you** in respect of:

1. the cost of moving soil other than as necessary for surface preparation
2. the failure of trees, shrubs, plants or turf to become established
3. the failure of seeds to germinate
4. **damage** caused by disease, infection or application of chemicals.

The maximum **we** will pay in respect of any one claim is £25,000.

## H Tree Felling and Lopping

**We** will pay reasonable costs and expenses incurred by **you** with **our** consent for the lopping or removal of trees for which **you** are responsible if such trees are considered to be an immediate threat to life or to the **property insured**.

# Property Damage - Buildings

We will not pay for:

1. legal or local authority costs involved in removing trees
2. costs solely incurred to comply with a preservation order.

The maximum we will pay for any one claim is £5,000 in any one **Period of insurance**.

## I Bees' and/or Wasps' Nests Removal

We will pay the cost of removing wasps' or bees' nests from **buildings** forming part of the **property insured**.

We will not pay for:

1. the cost of removing nests which were already in the **buildings** before the inception of this policy.

The maximum we will pay in respect of any one claim is £5,000.

## J Fly Tipping

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

The maximum we will pay is £10,000 for any one claim.

## K Loss of Metered Utilities

We will pay for charges for which **you** are responsible for and at **your** request charges for which your lessee is responsible for, if water, gas, oil or electricity is discharged from a metered system providing service to the **Premises** as a result of **damage** insured under this Section.

The maximum that we will pay in respect of any one claim is £25,000.

## L Transfer of Interest

If at the time of **damage** to a building insured under this Section **you** have entered into a contract to sell **your** interest in it but

1. the contract has not yet been completed and
2. the building has not yet been insured by or on behalf of the purchaser and
3. the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that building.

This will not affect either **your** or **our** rights and liabilities up to the date of completion of the purchase.

## M European Union and Public Authorities including Undamaged Property

Following **damage** insured by this Section to any **buildings**, blocks of flats, furniture, machinery or tenants alterations Item described in the **schedule**, we will pay the additional cost of reinstating the **property insured** including any undamaged portions necessary to comply with any

1. European Community legislation
2. Act of Parliament
3. Bye-Laws of any public authority.

We will not indemnify **you** in respect of

1. costs incurred in respect of **damage** not insured by this Section
  - a) where notice was served upon **you** before the **damage** occurred
  - b) where an existing requirement must be completed within a stipulated period
  - c) in respect of any building or contents which have not suffered **damage** insured by this Section
2. any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the **property insured**

1. must begin and be carried out as quickly as possible
2. may be carried out on another site and in a manner suitable to **your** needs but this must not increase **our** liability. If **our** liability under this Section is reduced by the application of any terms or conditions of this policy, **our** liability under this clause will similarly be reduced.

The maximum we will pay under this Clause in respect of

1. **property insured** which has suffered **damage** is the Sum Insured
2. undamaged portions of **property insured** other than foundations is 15% of the amount we would have been liable to pay if the **property insured** by the item at the premises where **damage** occurred had been completely destroyed.



# Property Damage - Buildings

## N Non-invalidation

The insurance by this Section will not be invalidated by any act or omission or alteration either unknown to **you** or beyond **your** control which increases the risk of **damage**.

However, **you** must

1. notify **us** immediately **you** become aware of any such act, omission or alteration and
2. pay any additional premium required.

## O Contract Works

Where **you** have entered into a contract or agreement for the extension, alteration or refurbishment of any of the premises, the insurance by each Item on **buildings** is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and **we** note the interest of the contractor and subcontractors specified in the contract where such interests are required. Provided that

1. **you** give **us** prior notification of any contract with a contract price in excess of £100,000 including details of
  - a) the nature of the works to be carried out
  - b) the contract conditions
  - c) the contract period
  - d) the contract price.
2. **you** pay **us** the additional premium required in respect of each individual contract to which this extension applies.

**We** will not indemnify **you**

1. where a more specific insurance policy is in force
2. in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this Clause, contract works include temporary or permanent works completed or to be completed by or on behalf of **you** at the premises.

## P Workmen

Repairs and minor structural alterations may be carried out at the **buildings** without affecting the Cover.

## Q Index linking

If a Declared Value is not shown on the schedule the sum insured specified in the **schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the **period of insurance** but at the end of the period **we** will calculate the renewal premium based on the revised sum insured.

## R Day One

Subject to the following Conditions and if a **declared value** is shown in the schedule the basis upon which the amount payable in respect of any item on **buildings** is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

1. the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out:
  - a) in any manner suitable to **your** requirements
  - b) upon another site

In either case to a condition substantially the same as but not better or more extensive than its condition when new.

### Conditions to cover R

1. at the start of each period of insurance **you** must notify **us** of the **declared value** of each item on **buildings**. If **you** fail to notify **us** of the **declared value** at the start of each **period of insurance** **we** will use the last **declared value** adjusted by a percentage determined by **us** based on suitable indices of cost.
2. if at the time of **damage** the **declared value** of the **buildings** insured by such item is less than the cost of reinstatement at the beginning of the **period of insurance** then **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss, however this condition will not apply in respect of any **building** which is insured to the value specified in a building valuation survey completed:
  - a) by a Fellow or Member of the Royal Institute of Chartered Surveyors
  - b) no more than three years before the date of **damage** and provided that the declared value:
    - i) represents the advice given by the survey report
    - ii) has been subject to increases in line with inflationary increase indices
3. **our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable if the property been wholly destroyed.

# Property Damage - Buildings

4. no payment beyond the amount which would have been payable in the absence of this Additional Clause shall be made:
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement has actually been incurred
  - c) if at the time of **damage** the **property insured** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
5. all the terms and conditions of the Policy shall apply:
  - a) in respect of any claim payable under the provisions of this cover except in so far as they are varied hereby
  - b) where claims are payable as if this Additional Clause had not been incorporated except that the sum(s) insured shall be limited to 115% of the **declared value(s)**
  - c) as stated in the **schedule**.

**Our** liability in respect of each item for **buildings** will not exceed the sum insured stated in the **schedule**.

## S Value added tax

The insurance on each item on **buildings** extends to include value added tax paid by **you** and which is not subsequently recoverable provided that:

1. **your** liability for tax arises solely as a result of the reinstatement or repair of the **buildings** following **damage** which **we** have paid or agreed to pay
2. if any payment made by **us** in respect of the reinstatement or repair of such **damage** shall be less than the actual cost of reinstatement or repair any payment under this clause resulting from that **damage** shall be reduced in like proportion
3. **your** liability for such tax does not arise from the replacement **building** having a greater floor area than or being better or more extensive than the destroyed or damaged **buildings**
4. where an option to rebuild on another site is exercised, **our** liability under this clause shall not exceed the amount of tax that would have been payable had the **buildings** been rebuilt on its original site
5. **our** liability under this clause shall not include amounts payable by **you** as penalties or interest for non-payment or late payment of tax
6. **you** have taken all reasonable precautions to insure adequately for value added tax liability from the inception of this insurance and at each subsequent renewal date

Terms to the contrary elsewhere in this Section are over-ridden as follows in respect of those items to which this clause applies

1. **our** liability may exceed the sum insured by an individual item on **buildings** or in the whole the total sum insured where such excess is solely in respect of value added tax

## T Munitions of War

The General Exclusion War Risks will not apply in respect of damage to the **buildings** caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of the **buildings**, provided that the presence of such munitions does not result from a state of war current at the time of the **damage**.

## U Joint Insured

Any lessee is indemnified as joint insured in respect of Property Damage - Buildings but only if there is a lease requirement for them to be joint insured

# Property Owners' Liability

## Special Definition you, your, yours

In this section the terms **you**, **your**, **yours** means the person, persons or company named as the Insured in the **schedule**. In addition those individuals bodies or organisations named below are also deemed to be the Insured provided they are not entitled to indemnity from any other source and they are also subject to the terms of the policy as far as they can apply

1. the owner or lessee of any flat
2. the managing agents
3. the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
4. the residents association
5. any director partner or **employee** at the request of the Insured named in the **schedule** who will be considered to have been insured separately in the terms of this section

## What you are covered for:

### A Property Owners' Liability

We will indemnify **you** against

1. **legal liability to pay compensation**
2. **costs and expenses**

in respect of:

1. accidental **bodily injury** to any person
2. accidental **damage** to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
4. wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy which arises in connection with the **business** and which happens during the **period of insurance** and within the **territorial limits**.

### B Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **you** in respect of:

1. legal fees and expenses incurred with **our** prior written consent for defending prosecutions including appeals against convictions
2. costs of prosecution awarded against **you** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The maximum that **we** will pay under this Clause in respect of all claims occurring during any one **period of insurance** is limited to **£1,000,000**.

We will not indemnify **you** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **employee** within the **territorial limits** during the **period of insurance** and arising out of and in the course of employment or engagement of the **employee** by **you** in the **business**
2. a) the payment of fines or penalties  
b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **you** for which **you** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy
4. any proceedings resulting from any deliberate act or omission by **you**.

### C Contingent motor liability

Notwithstanding Exclusion 3 of this Section **we** will pay **you** for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**.

Provided **we** will not be liable

1. for loss of or destruction of or **damage** to such vehicle or to goods being carried
2. for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
3. in respect of liability more specifically insured under any other insurance
4. in respect of liability arising outside the **territorial limits**.

# Property Owners' Liability

## D Cross liabilities

Where there is more than one party named as the Insured in the **schedule we** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **our** liability beyond the amount for which **we** would have been liable had this clause not applied.

## E Data Protection Act 1998

**We** will indemnify **you** and at **your** request any of **your** directors or partners or **employees** in respect of legal liability for **compensation** arising from proceedings brought against **you** under section 13 of the Data Protection Act 1998 for damage or distress caused in connection with the **business** during the **period of Insurance** provided that **you** are:

1. a registered user in accordance with the terms of the Act
2. not in business as a computer bureau.

The indemnity provided by this Clause shall not apply to:

1. any **damage** or distress caused by any deliberate act or omission by **you** the result of which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission
2. any damage or distress caused by any act of fraud or dishonesty
3. the costs and expenses of rectifying rewriting or erasing data
4. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
5. the payment of fines or penalties
6. claims which arise out of circumstances notified to previous insurers or known to **you** at inception of this policy
7. liability for which **you** are entitled to indemnity under another insurance policy.

The maximum that **we** will pay including all legal fees and defence costs under this Clause in respect of all claims occurring during any one **period of insurance** is limited to £1,000,000.

## F Defective Premises Act 1972

**We** will indemnify **you** in respect of legal liability incurred by **you** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

Provided that this indemnity shall not apply to:

1. the cost of rectifying any **damage** or defect in premises or land disposed of
2. liability for which **you** are entitled to indemnity under another insurance policy.

## G Health and Safety at Work etc. Act 1974

**We** will indemnify **you** against legal **costs and expenses** incurred with **our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **business** during the **period of insurance**.

**We** will also pay prosecution costs awarded and the costs incurred with **our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

## H Indemnity to other persons

**We** will pay at **your** request

1. any of **your** directors, partners or **employees**
2. any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
3. any bona fide member of **your** organisation
4. any director, partner or official for whom with **your** consent an **employee** is undertaking private work
5. any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
6. the owner of plant hired by **you** but only to the extent of the conditions of hire
7. any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

# Property Owners' Liability

Provided that

1. any person is not entitled to be paid under any other insurance
2. any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
3. **we** shall retain the sole conduct and control of any claim
4. the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

## I Indemnity to Principals

**We** will at **your** request indemnify any principal to the extent required by the contract between **you** and the principal in respect of liability arising from the performance of work by **you** for such principal.

Provided that:

1. **we** shall retain sole conduct and control of any claim
2. the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

## J Legionella

Section Exclusion 5 will not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like.

All **pollution and contamination** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like will be deemed to have occurred on the date that **you** first become aware of circumstances which have given rise to such **pollution or contamination**.

This indemnity only applies to claims made against **you** during the currency of this policy. **You** shall give notice in writing to **us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this Clause.

**We** will not provide indemnity under this Clause:

- a) if before the current **period of insurance you** had become aware of circumstances which have or may give rise to such **pollution or contamination**
- b) if **you** have failed to comply with the Health and Safety Executives Approved Code of Practice – Legionnaires Disease: The control of legionella bacteria in water systems – or any subsequent amending Code of Practice.

**Our** liability under this Clause for all **compensation** including **costs and expenses** payable in respect of all claims made against **You** during any one **period of insurance** will not exceed the Limit of Liability as stated in the **schedule** or £5,000,000 whichever is the lower.

## K Overseas Personal Liability

**We** will indemnify **you** and at **your** request any director partner or **employee** of **yours** or any family member accompanying them while temporarily outside the **territorial limits** in connection with the **business** against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

1. to liability arising out of the ownership or tenure of any land or building
2. where indemnity is provided by any other insurance.

## L Work Overseas

The indemnity provided shall extend to apply:

- a) within any member country of the European Union outside the **territorial limits** where any person is temporarily engaged in connection with the **business** of the **policyholder**
- b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **business** of the **policyholder**.

## Basis of Claims Settlement

**Our** liability to pay **compensation** in respect of any one claim or series of claims against **you** arising out of one original cause shall not exceed the Limit of Liability stated in the **schedule**.

# Property Owners' Liability

## What you are not covered for

We will not indemnify **you** in respect of liability arising from:

1. the ownership possession or use by **you** of any land unless **we** have agreed to provide cover in respect of such land
2. **bodily injury** to any **employee** arising out of and in the course of the employment or engagement of such person by **you**
3. **bodily injury** or **damage** arising from the ownership possession or use by **you** or on **your** behalf of:
  - a) any mechanically propelled vehicle licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **you** are not entitled to indemnity under any other policy)
  - b) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
4. **products supplied** other than:
  - a) food or beverages for consumption on the **premises** by **your** directors partners **employees** or visitors
  - b) the disposal of furniture and office equipment originally intended solely for use by **you** in connection with the **business** and which is no longer required for that purpose
5. **pollution or contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **period of insurance** provided that:
  - a) all **pollution or contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - b) **our** liability for all **compensation** payable in respect of all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** shall not exceed in the aggregate the Limit of Liability stated in the **schedule**
6. any professional negligence wrongful or inadequate treatment examination prescription advice by **you** or anyone acting on **your** behalf
7. liquidated damages fines or penalties
8. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
9. **damage** to property owned by hired to or in the custody or control of **you** other than:
  - a) personal effects including motor vehicles and their contents belonging to any director partner **employee** guest or visitor of **yours**
  - b) premises temporarily occupied by **you** for the purposes of undertaking work in connection with the **business**
  - c) premises (including its fixtures and fittings) leased hired or rented to **you** provided that **we** will not be liable in respect of liability assumed by **you** under a tenancy or other agreement which would not have attached in the absence of such agreement
10. any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform
11. the first £250 in respect of each and every claim for accidental loss or destruction of or accidental **damage** to material property.

## Special Conditions

### Discharge of Liability

We may at any time pay to **you** in connection with any claim or series of claims:

1. the amount of the Limit of Liability or
2. any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **compensation**.

On payment **we** shall relinquish the conduct and control of the said claim or claims and be under no further liability except for the payment of **costs and expenses** incurred prior to the date of such payment.

# Communal and Landlords Contents

## What you are covered for

### A Communal and Landlords Contents

All risks – i.e. accidental loss destruction or **damage** to **communal and landlords contents** in the common parts within the block of flats or in any individual furnished flat or situated at the location(s) stated in the **schedule** by

1. fire explosion lightning earthquake
2. smoke
3. storm and flood

We will not be liable for **damage**:

1. attributable solely to a change in the water table level
4. escape of water from water tanks pipes or apparatus or fixed heating installations
5. theft or attempted

We will not be liable for:

1. theft by deception unless deception is used solely as a means to gain entry
2. **damage** caused by **you** any member of **your** family or any of **your** directors or partners
3. **damage** caused by any occupier to the **Communal and Landlords Contents** of the flat in which they reside
4. theft of **landlords gardening equipment** other than from a securely locked building
6. riot civil commotion strikers or persons taking part in labour and political disturbances
7. malicious persons or vandals

We will not be liable for **damage** caused:

1. by **you** any member of **your** family or any of **your** directors or partners
2. by any occupier to the **Communal and Landlords Contents** of the flat in which they reside
8. leakage of oil from a fixed heating installation
9. impact by aircraft or other aerial devices or articles falling from them
10. impact by any road vehicle or animal or by goods falling from them
11. falling radio and television receiving aerials including satellite dishes their fittings and masts
12. falling trees (in part or otherwise)
13. subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

We will not be liable for **damage**:

1. **damage** due to coastal or river erosion
14. any other cause not otherwise excluded

### General exclusions to cover A

We will not be liable in respect of:

1. **damage** arising from wear tear settlement or shrinkage action of light wet or dry rot vermin insects fungus infestation damp rust atmospheric climatic or weather conditions or any gradually operating cause the process of cleaning repairing or restoring any article or mechanical breakdown or consequential loss
2. **damage** arising from the use of defective materials defective design or faulty workmanship
3. **damage** specifically excluded elsewhere in this policy
4. accidental loss destruction or **damage** occurring in any part of the block of flats used for trade or **business**
5. purposes other than any occupation described in the **schedule**
6. **property insured** by any other policy

# Communal and Landlords Contents

## Excess applicable to cover A

Other than in respect of subsidence and/or ground heave the first £100 of any amount payable in respect of each occurrence in respect of each block of flats unless otherwise shown in the **schedule** or policy

## Extensions to cover A

1. debris removal costs

## B Damage to mirrors and glass

Accidental **damage** occurring in the **buildings** to mirrors plate glass tops to furniture fixed glass in furniture and ceramic glass in cooker hobs or any polycarbonate or synthetic substitute

**We** will not be liable for **damage**:

1. to glass oven doors or ceramic glass in cooker hobs or any polycarbonate or synthetic substitute which is covered by any other policy

## C Temporary Removal for Cleaning or Renovation

**We** will indemnify **you** in respect of **damage** insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

1. to another part of The Premises
2. to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum **we** will pay in respect of any one loss is £2,500.

## General conditions

### Sum insured condition

See also General conditions applicable to the policy

The sum(s) insured represent(s) and will at all times be maintained by **you** at not less than the full cost of replacing the **property insured**. This calculation will not cater for wear tear and depreciation other than in respect of household linen

## Claims settlement

In the event of **damage we** will provide payment or at **our** option indemnify **you** by reinstatement replacement or repair in accordance with the basis of settlement below

## Basis of settlement

In settling total loss claims or claims for **damage** which is beyond economic repair **we** will not make a reduction for wear tear and depreciation except in respect of household linen. A deduction for wear tear and depreciation will be made in respect of property not belonging to **you** or **your** domestic servants unless **you** or they are legally responsible for the cost of replacement as new under the terms of a contract or agreement.

## Maximum amount payable

**Our** liability in respect of **damage** arising out of one occurrence will not exceed:

1. £25,000 in the common parts of flats and or apartments
2. £5,000 in an individual flat for which **you** are responsible and do not reside in
3. £1,000 for any one article in respect of televisions radios recording and audio equipment clocks, pictures works of art or curios
4. £500 in respect of property in the open or in any garage or domestic outbuilding
5. £10,000 for landlords gardening equipment

or the amount stated against each item in the **schedule**

The sum(s) insured will not be reduced by the amount of any claim payment



# Employers Liability

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## What you are covered for

### A Employers Liability

We will indemnify **you** against

1. legal liability to pay **Compensation** and
2. **costs and expenses**

in respect of **bodily injury** caused during the **period of insurance** to any **employee** arising out of and in the course of employment or engagement of such person by **you** in connection with the **business** within the **territorial limits**.

### B Additional Persons Insured

We will subject to the terms of this Section indemnify:

1. in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
2. at **your** request:
  - a) the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupier, the residents association or any of **your** directors your partners or **employees** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under this Section if the claim had been made against **you**
  - b) any officer committee or member of **your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - c) any of **your** directors or senior officials in respect of private work undertaken by any **employee** for that director or senior official.

Provided that:

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were **you** observe fulfil and be subject to the terms of this policy insofar as they can apply
3. **we** will retain sole conduct and control of any claim or
4. where **we** are required to indemnify more than one party **our** total liability will not exceed the Limit of Liability.

### C Corporate Manslaughter

#### Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **you** in respect of:

1. legal fees and expenses incurred with **our** prior written consent for defending prosecutions including appeals against convictions
2. costs of prosecution awarded against **you** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this Clause in respect of all claims occurring during any one **period of insurance** is limited to **£1,000,000**.

We will not indemnify **you** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **employee** within the **territorial limits** during the **period of insurance** and arising out of and in the course of employment or engagement of the **employee** by **you** in the **business**
2.
  - a) the payment of fines or penalties
  - b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **you** for which **you** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of this policy
4. any proceedings resulting from any deliberate act or omission by **you**.

### D Court Attendance Costs

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

The maximum **we** will pay for:

1. **you** each director or partner is **£500** per day
2. each **employee** is **£250** per day.

# Employers Liability

## E Cross liabilities

Where there is more than one party named as the Insured in the **schedule** **we** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **our** liability beyond the amount for which **we** would have been liable had this clause not applied.

## F Health and Safety at Work etc. Act 1974

**We** will indemnify **you** against legal costs and expenses incurred with **our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **business** during the **period of insurance**.

**We** will also pay prosecution costs awarded and the costs incurred with **our** written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

## G Indemnity to other persons

**We** will at **your** request indemnify any principal to the extent required by the contract between **you** and the principal in respect of liability arising from the performance of work by **you** for such principal.

Provided that:

1. **we** shall retain sole conduct and control of any claim
2. the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

## H Unsatisfied Court Judgements

In the event of a judgment for damages being obtained by any **employee** or their personal representatives in respect of **bodily injury** caused to the **employee** during any **period of insurance** and occurring in connection with the **business** against any person or company operating from premises within the **territorial limits** in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment **We** will at **your** request pay to the **employee** or their personal representatives the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

1. there is no appeal outstanding
2. if any payment is made under the terms of this Clause the **employee** or their personal representatives shall assign the judgement to **us**.

## I Work Overseas

The indemnity provided shall extend to apply in respect of liability for **bodily injury** caused to an **employee** whilst temporarily engaged in non-manual work outside the **territorial limits**.

Provided that such **employee** is ordinarily resident within the **territorial limits**.

## Basis of Claims Settlement

**Our** Liability to pay **compensation** and **costs and expenses** in respect of any one claim or series of claims against **you** arising out of one original cause shall not exceed the Limit of Liability stated in the **schedule**.

# Employers Liability

## What you are not covered for

We will not pay for claims made under this section of the Policy in respect of:

1. **bodily injury** caused to any **employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **bodily injury** is caused by or arises out of the use by **you** of a vehicle on a road. For the purposes of this exclusion the expression “vehicle”, “use” and “road” shall have the same meaning as in Part VI of the Road Traffic Act 1988
2. **bodily injury** arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform
3. liquidated damages fines or penalties
4. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

## Special Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### Certificate of Employers' Liability Insurance

If this policy or Section is cancelled any Certificate of Employers' Liability insurance provided by **us** is similarly cancelled from the same date.

### Discharge of Liability

We may at any time pay to **you** in connection with any claim or series of claims:

1. the amount of the Limit of Liability or
  2. any lesser amount for which such claim or claims can be settled
- less any sum or sums already paid as **compensation**.

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 **costs and expenses** incurred prior to the date of such payment.

### Our Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits** but **you** shall repay to **us** all sums **we** would not have been liable to pay but for the provisions of such law.

# Terrorism Section

Cover under this Section is not provided unless it is shown as being operative in the current **schedule**

## Terrorism – Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **General Cover** provided by this policy, other than any insurance in respect of loss of rent or cost of alternative accommodation which will be deemed to be insured by the Terrorism – Business Interruption sub-section of this section.

## Terrorism – Business Interruption

This sub-section applies to loss of rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than book debts) resulting from interruption or interference as described, defined and specified as insured in the **General Cover** provided by this policy provided that at the time of the happening of the **damage** that causes the interruption or interference

1. there is in force an insurance provided by **us** covering **your** interest in the property that suffers such **damage** and
2. payment will have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

## What you are covered for

**We** will indemnify **you** in the event of **damage** to the **property insured** or business interruption resulting therefrom, insofar and to the extent that it is insured in **Great Britain** by the **General Cover** and in respect of which there is an operative sub-section in the **schedule**, the cause of which is acts of persons acting on behalf of, or overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.

## What you are not covered for:

1. **damage** or business interruption directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - b) **virus or similar mechanism** or **hacking** or **denial of service attack** or **phishing** in respect of 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 without limitation any information or programs or software) and whether belonging to **you** or not
2. **damage** or business interruption in respect of
  - a) any **nuclear installation** or **nuclear reactor**
  - b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
  - c) any property which is insured by, or would but for the existence of this policy be insured by, any form of transit or aviation or marine policy other than any Goods in Transit section, sub-section or extension of the **General Cover** provided by this policy insofar as it relates to **damage** occurring in **Great Britain**
  - d) any other type of property which is specifically excluded elsewhere in this policy
  - e) bankers blanket bond

# Terrorism Section

## Special Conditions

1. This section is concurrent and conjunctive with and dependent upon the **General Cover** provided by this policy.
2. This section is not subject to any of the General Exclusions of this policy other than those stated in 'What you are not covered for' of this section.
3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **General Cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
4. In any action, suit or other proceedings where **we** allege that any **damage** or business interruption is not covered by this section the burden of proving that such **damage** or business interruption is covered shall be upon **you**.
5. This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation Protection or to any Long Term Agreement or Undertaking which may apply to the **General Cover** provided by this policy.
6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **General Cover** provided by this policy.



**Covea Insurance plc**

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