



STEPHEN LOWER INSURANCE SERVICES LTD

Property Owners

Policy document

Arranged by Stephen Lower Insurance Services Ltd

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Insurance Services Limited

A warm welcome to Stephen Lower Insurance Services Ltd

Thank **you** for taking out **your** Property Owners policy with **us** – and welcome to Stephen Lower Insurance Services Ltd. Stephen Lower Insurance Services Ltd has been arranging Property Owners insurance since 1990.

As acknowledged experts within this area, the Stephen Lower team combine knowledgeable and experienced Underwriters with dedicated and conscientious Claims Managers, to provide an unparalleled level of service to both policy holders and brokers alike.

www.stephenlower.co.uk

Your Property Owners policy

This policy is a contract between **you** and **us**. **You** have made to **us** a proposal which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they were one document.

We will insure **you** under those sections shown in the schedule during any period of insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man depending upon **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Amlin UK



B D Carpenter
Underwriter

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

We hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

Policy administration

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within the Amlin Group and with **business** partners including overseas companies. If **we** do transfer **your** personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

Claims history

Under the conditions of this policy **you** must tell **us** about any incident or circumstance that might give rise to a claim that would be covered under this policy whether or not it is **your** intention to claim. When **you** tell **us** about an incident or circumstance **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and **employees**.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **you** identify these words in the policy **we** have printed them in blue, bold italicised text throughout such as ***this***.

Average

If, at the time of the ***damage***, the sum insured is less than the full reinstatement value of the property insured the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

Bodily injury

Death, injury, illness or disease.

Buildings

The ***buildings*** of the ***premises*** shown in the schedule including:

- i) landlords' fixtures and fittings
- ii) private garages, outbuildings, extensions, annexes, pools, gangways, canopies, fixed signs, communication aerials, closed circuit surveillance equipment, temporary ***buildings***, conveniences, lamp posts and street furniture
- iii) walls, gates and fences
- iv) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the ***premises*** and extending to the public mains, but only to the extent of ***your*** responsibility
- v) yards, car parks, roads, pavements, forecourts and similar surfaces all constructed of solid material
- vi) tenants' improvements if ***you*** are responsible for them
- vii) in respect of ***buildings*** not occupied for residential purposes furniture, equipment and other similar property if ***you*** are responsible for them
- viii) ***contents of common parts*** as defined below, up to a limit of £25,000 within residential ***buildings*** or the residential portions of ***buildings***
- ix) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitaryware for which ***you*** are responsible.

Business

The ***business*** shown in the schedule including:

- a) maintenance of property and ***premises*** owned or occupied by ***you***
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of ***your employees*** and first aid, fire and ambulance services.

Contents of common parts

Contents of common parts comprising:

furniture, furnishings, potted plants, potted trees and shrubs, statues, garden furniture, garden machinery, contents of fuel tanks, video, audio, building management systems and security equipment, and other similar property belonging to ***you*** or for which ***you*** are responsible.

Damage

Loss or **damage**.

Employee

Any of the following people working for **you** in connection with **your business**:

- a) anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by **you**.

Excess

Where an **excess** is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

Landlords' contents

Furniture, furnishings, carpets, televisions, video and audio equipment and other household goods in individual flats or residential units at the **premises** owned by **you** or for which **you** are legally responsible but excluding:

- a) articles of gold, silver or other precious metals, jewellery or furs
- b) money, stamps, collections, certificates, cheques, securities or documents
- c) clothing and personal effects
- d) pets or livestock
- e) any amount exceeding £1,000 in respect of any one picture, curio or work of art
- f) computer systems, peripheral equipment, software, data and records.

Nuclear installation

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

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

Nuclear reactor

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

Premises

The **buildings** and the land within the boundaries belonging to them.

Unoccupied residential buildings

Any residential **buildings** or the residential portion of **buildings** which have not been lived in for more than 30 consecutive days.

We or Us or Our

Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK.

You or Your

The person, people or the company shown in the schedule as the Insured.

Section A – material damage

Property Insured

All in accordance with the schedule.

Designation

For the purposes of determining where necessary the heading under which any property is insured, **we** agree to accept the designation under which the property has been entered in **your** books.

Meaning of words

Words with special meanings in this section are defined on pages 6, 7 and 8.

They are: **average, bodily injury, buildings, contents of common parts, damage, employee, excess, landlords' contents, premises, unoccupied residential buildings, we, us, our, you, your.**

The cover

What is insured

The **buildings** and **landlords' contents** are insured against **damage** caused by events in paragraphs 1-12.

- 1 Fire, lightning, explosion of boilers or gas used for domestic purposes only, or earthquake.

 - 2 Explosion.

 - 3 Theft or attempted theft.

 - 4 Riot or civil commotion, labour or political disturbances or vandals or malicious persons.

 - 5 Storm or Flood.
-

What is not insured

Damage caused by or consisting of the bursting of a boiler, economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control.

Damage caused by any person lawfully on the **premises** other than in respect of residential **buildings** or the residential portions of **buildings**.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslide
 - to gates and fences
 - due to a change in the water table level.
-

What is insured

- 6 Escape of water from or freezing of water in any fixed water apparatus.
-
- 7 Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.
-
- 8 Falling aerials, aerial fittings or masts.
-
- 9 Leakage of fuel oil used solely for domestic purposes in connection with the **buildings**.
-
- 10 Leakage of beer from fixed tanks, pipes or apparatus.
-
- 11 Subsidence, ground heave or landslip.
Provided that **you** must give **us** immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event **we** shall have the right to vary or cancel the cover provided by the policy for **damage** caused by subsidence, ground heave or landslip.
-

- 12 All other Accidental **Damage**.
-

What is not insured

Damage arising from the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - occurring while the **buildings** or any part of the **buildings** is in the course of erection, demolition, structural alteration or structural repair
 - caused by normal settlement or bedding down of new structures
 - which originated prior to the inception of this policy.
-

Any **damage** which is not insured under events 1-11 of section A.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental **damage** resulting from another cause which is not otherwise excluded
-

What is insured

What is not insured

- b) i) collapse or cracking of **buildings**
 - ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
 - iii) change in colour, flavour, texture or finish but this shall not exclude such **damage** if resulting from a cause which is not otherwise excluded
 - c) theft or attempted theft
 - d) acts of fraud or dishonesty
 - e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - ii) joint leakage, failure of welds, cracking, fracturing, collapse or over-heating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed pipes in connection therewith
- but this shall not exclude:
- 1) such **damage** if resulting from a cause which is not otherwise excluded
 - 2) subsequent **damage** if resulting from another cause which is not otherwise excluded
- f) subsidence, ground heave or landslip
 - g) any process of cleaning, repairing, restoring, cutting, preparation or fitting
 - h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open.

Damage to:

- a) property in transit
 - b) property or structures in course of construction or erection and materials or supplies in connection with all such property.
-

Trace and access

In the event of **damage** by an event in paragraphs 6, 9 & 10 **we** will also pay for:

- costs and expenses incurred in locating the source of the **damage**
- costs and expenses incurred in repairing any **damage** caused in locating the source of the **damage**.

The most **we** will pay is 10% of the **buildings** sum insured up to a maximum of £25,000 any one occurrence.

Additional costs

We will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **buildings** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the **premises** safe
- the cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the **buildings** (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon **you**
- for costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
- for costs or expenses arising from pollution or contamination of property not insured by this policy.

Settling claims

We will pay the full cost of repair or reinstatement of the damaged part of the **buildings** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **buildings** prior to the loss.

Average

The sum insured under each item on **buildings** is separately subject to average.

Limits

The most **we** will pay for **damage** to any item, including any additional costs, is the sum insured applicable to that item.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary

provided that **you**:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the **buildings we** may require.

The most **we** will reinstate in any one period of insurance is the sum insured.

Index linking

We will automatically adjust the sum insured in line with changes in suitable indices of cost.

This adjustment will continue after any insured **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 work out the renewal premium on the revised sum insured.

Selling your buildings

If **you** are selling **your buildings we** will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Contractors' interest

Where **you** are required to effect insurance on the **buildings** in the joint names of **you** and the contractor under the terms of a contract condition then the interest of the contractor in the **buildings** is noted as joint insured subject to any single contract value in **excess** of £150,000 or 10% of the **buildings** sum insured whichever is the less being advised to **us** and an additional premium being paid as appropriate.

Excess

The **excess** applicable under this section is shown in the schedule attached to the policy.

Loss of market value

It is agreed that:

- a) if **you** elect not to repair or rebuild the **buildings we** will pay to **you** the reduction in market value of the **buildings** immediately following **damage** insured by this section but not exceeding the amount which would have been payable had the **buildings** been repaired or rebuilt
- b) if as a result of **damage** insured by this section **you** are required to rebuild or reinstate the **buildings** in a manner different from that immediately before the **damage** solely to comply with the Stipulations (as defined in Supplementary Condition European Community and public authorities including undamaged property) and as a result there is a reduction in market value **we** agree to pay:
 - i) the cost of repairing or reinstating the **buildings** and
 - ii) a cash settlement representing the reduction in market value

so that the total payment made is no greater than the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition immediately before the **damage**

provided that:

- i) the total amount recoverable under any item of the policy shall not exceed its sum insured
- ii) all terms and conditions of the policy shall continue to apply unless they are specifically varied by this condition.

Capital additions

The insurance **we** provide in this section includes:

- any newly acquired **buildings** in the United Kingdom that are not otherwise insured
- alterations, additions and improvements to **buildings**, but not for any increase in their value during the current period of insurance at any of the **premises** insured under the policy

provided that:

- The most **we** will pay at one situation is 20% of the total sum insured under section A up to a maximum of £1,000,000
- **you** must tell **us** as soon as possible of any extension of cover as detailed above and take out insurance cover from the date **our** liability commenced.

Fire extinguishment and alarm resetting expenses

Following **damage** to the **buildings** insured by this policy, **we** will pay the necessary and reasonable expenses that **you** incur in:

- refilling fire extinguishing appliances
- recharging gas flooding systems
- replacing used sprinkler heads
- refilling sprinkler tanks where costs are metered
- resetting fire and intruder alarms and closed circuit television systems.

Landscaped gardens

With **our** agreement, **we** will pay the necessary and reasonable costs and expenses that **you** incur in making good destruction of or **damage** to landscaped gardens or grounds at the **premises** caused by:

- **damage** insured by this policy
- the emergency services while attending the **premises** to deal with an emergency caused by **damage** insured by this policy.

We will not pay for:

- the cost of movement of soil other than as necessary for surface preparation
- the failure of trees, shrubs or turf to become established following replanting
- the failure of seed to germinate
- the first £1,000 of any claim arising out of one event.

The most **we** will pay is 10% of the **buildings** sum insured up to a maximum of £10,000.

Metered supplies

We will pay **excess** water, gas, electricity or other supply charges demanded from **you** by the supply authority following loss of metered supplies as a result of **damage** insured by this policy to fixed pipes, apparatus and tanks.

The most **we** will pay is £5,000 any one claim and £25,000 in any period of insurance.

Mortgagees and lessors

If there is an increased risk of **damage** to the **premises** insured by this policy as a result of anything done by or not done by any mortgagor, leaseholder, lessee or occupier of the **premises**, **we** will not prejudice the interest of any mortgagee, freeholder or lessor

provided that:

- the increased risk is not known or authorised by any mortgagee, freeholder or lessor
- **we** are notified immediately such mortgagee, freeholder or lessor is aware of the increased risk
- **you** pay any appropriate additional premium.

Non-invalidity

If there is an increased risk of **damage** as a result of any act, omission or alteration of which **you** are unaware, **we** will not invalidate the cover under the policy

provided that **you**:

- tell **us** as soon as **you** become aware of the increased risk
- pay any appropriate additional premium.

Other interests

The interest of any lessee, freeholder, mortgagee, debenture holder, lessee heritable creditor 'Primo Loco' or 'Secundo Loco' or similar party is noted. **You** must tell **us** the names, nature and extent of such interests at the time of any **damage**.

Other premises

We will pay for **damage** to **contents of common parts** insured under this policy whilst temporarily removed to any other **premises** occupied by **you** in Great Britain and Northern Ireland.

We will not pay for items more specifically insured.

The most **we** will pay is £2,500 any one occurrence.

Workmen

Workmen are allowed to carry out repairs, minor additions and alterations or decorations at the **premises** without affecting the insurance provided by this policy.

Residential property

If residential **buildings** or residential portions of **buildings** are made uninhabitable or access to them is prevented by **damage** insured under this section, **we** will pay for:

- loss of rent receivable as defined in section B
- the reasonable additional costs of comparable accommodation including accommodation for pets which normally live in the **buildings** and temporary storage costs for residents furniture

until the **buildings** are inhabitable or accessible.

The most **we** will pay is 33.33% of the sum insured of the damaged **buildings** in any period of insurance.

We will also pay for:

- loss of rent receivable as defined in section B
- the reasonable additional costs of comparable accommodation

if residential **buildings** or residential portion of **buildings** are made uninhabitable or access to them is prevented by **damage** insured under this section to property at any:

- i) generating station or sub-station of the public electricity supplier
- ii) land based premises of the public gas supplier or of any natural gas producer linked directly to them
- iii) water works or pumping station of the public water supplier
- iv) land based premises of the public telecommunications supplier

from which **you** obtain electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland.

The most **we** will pay is 20% of the sum insured of the **buildings** to which the public utility supply is affected.

Waiver of subrogation rights

In the event of a claim under this policy **we** will not take the benefit of **your** rights against:

- any Company standing in the relation of Parent to Subsidiary or of Subsidiary to Parent to **you**
- any Company which is a Subsidiary to **your** own Parent Company (in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**)
- any tenant or lessee in respect of **damage** where the premium has been paid by the tenant or lessee unless the **damage** is caused by a criminal or malicious act of the tenant or lessee.

Property temporarily removed

We will pay for **damage** to property whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-12.

Provided that the property remains within Great Britain and Northern Ireland.

The most **we** will pay is 10% of the item's sum insured.

We will not pay for items more specifically insured.

Reletting costs

We will pay costs necessarily and reasonably incurred in reletting the **buildings** following **damage** insured by this section at the **premises**.

We will not pay more than £5,000 in any period of insurance.

Boarding up

We will pay costs necessarily and reasonably incurred in boarding up and making secure the **buildings** following **damage** insured by this section.

Concern for welfare costs

We will pay costs incurred following **damage** insured by this section to residential **buildings** or the residential portion of **buildings** caused by the Police or persons acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of any resident of the **premises**.

We will not pay:

- more than £5,000 any one claim and £15,000 in any one period of insurance
- for costs incurred following **damage** caused by the Police in the course of criminal investigations.

Exceptional measures

We will pay costs up to £25,000 which **you** incur with **our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this section

provided that:

- the potential claim could not have been reasonably foreseen
- the terms and conditions of this section will apply as if **damage** had occurred.

Removal of nests

We will pay the costs incurred in removing vermin or insect nests from residential **buildings** or the residential portion of **buildings**.

We will not pay:

- more than £250 any one claim and £5,000 in any period of insurance
- the costs of removing nests already in the **buildings** before the inception of this policy.

Tree felling and lopping

We will pay the costs of removing or lopping trees which are an immediate threat to the safety of life or property at residential **buildings** or residential portions of **buildings**.

We will not pay:

- more than £500 any one claim and £2,500 in any period of insurance
- legal or local authority costs involved in removing trees
- costs incurred solely to comply with a Preservation Order.

Tree removal

We will pay the cost of removing fallen trees or branches from residential **premises**.

We will not pay:

- more than £500 any one claim and £2,500 in any period of insurance
- unless the incident results from any of the events in paragraphs 1-12.

Deeds and documents

We will pay the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of residential **premises** or residential portions of **premises** due to **damage** insured by this section to the deeds and documents occurring at the **premises** or whilst held in safekeeping by a bank or solicitor.

We will not pay more than £500 any one claim.

Theft of keys

We will pay for the necessary replacement of locks following the loss of keys to the **buildings** by theft from:

- the **buildings**
- the home of **you** or any authorised **employee**.

We will also pay for the necessary replacement of locks where there is reasonable evidence that such keys have been copied by an unauthorised person.

The most **we** will pay is £1,000.

Unauthorised use of electricity gas oil or water

We will pay the cost of metered electricity, gas, oil or water for which **you** are legally responsible following its unauthorised use by persons taking possession, keeping possession or occupying the **premises** without **your** authority. Provided that all practical steps are taken to terminate the unauthorised use as soon as it is discovered.

The most **we** will pay is 10% of the **buildings** sum insured up to a maximum of £2,500.

Upgrading sprinkler installations

We will pay the additional costs following **damage** to the automatic sprinkler installation at the **premises** caused by an event in paragraphs 1-12 where **we** require that on repair or reinstatement, the installation conforms to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time.

The total amount payable under any item of the policy will not exceed its sum insured.

Supplementary conditions

Firebreak doors and shutters

Where there are firebreak doors and shutters, which are within **your** custody and control **you** must

- maintain them in efficient working order
- keep them free from obstruction at all times.

Security requirements

Where **buildings** are occupied by **you** or the security of **buildings** is **yours** or **your** agents responsibility or in respect of any empty or disused **buildings** which **we** have been notified:

- any additional protection that is required by **us** shall be fitted without delay. All devices for the protection of the property shall be kept in good working order and put into full and effective operation whenever the **premises** is closed for **business** or left unattended
- all keys including duplicate keys relative to the security of the **premises** or to any safe or strongroom containing property insured shall be removed from that portion of the **premises** whenever they are closed for **business** or left unattended.

Unoccupancy of residential buildings and residential portions of buildings

In respect of any **unoccupied residential buildings**:

- a) **we** shall not be liable for the first £500 of each claim for **damage** caused by malicious persons, (other than by fire or explosion) not acting on behalf of or in connection with any political organisation, storm, flood, escape of water or fuel oil, sprinkler leakage or theft
- b) **you** must take the following steps:
 - i) all mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained, or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of five degrees C. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of five degrees C.

- ii) unless **we** agree otherwise in writing, an inspection of the **buildings** internally and externally must be carried out every seven days (unless another period is agreed by **us** in writing) by an authorised representative and any waste removed
- iii) take reasonable steps to prevent accumulation of mail
- iv) **buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

Unoccupancy of buildings other than residential buildings

You must tell **us** immediately if any **buildings** or part of any **buildings** (other than residential **buildings** or portions of residential **buildings**) becomes unoccupied and pay an additional premium if required. Whenever **buildings** or portion of **buildings** become unoccupied:

- a) **we** shall not be liable for the first £500 of each claim for **damage** caused by malicious persons, (other than by fire or explosion) not acting on behalf of or in connection with any political organisation, storm, flood, escape of water or fuel oil, sprinkler leakage or theft
- b) **you** must take the following steps:
 - i) all mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained, or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of five degrees C. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of five degrees C.
 - ii) unless **we** agree otherwise in writing, an inspection of the **buildings** internally and externally must be carried out every seven days (unless another period is agreed by **us** in writing) by an authorised representative and any waste removed
 - iii) all letter boxes must be sealed up and steps taken to prevent accumulation of mail
 - iv) **buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

We shall in addition to the above have the option to change the terms and conditions of the policy including requiring **you** to action risk improvements **we** consider essential. If **you** are unable to accept the revised terms **we** want to apply **we** will give **you** notice of the date from which cover under the policy will be cancelled and the time on risk premium that will apply.

European Community and public authorities including undamaged property

Subject to the following special conditions the insurance in respect of section A extends to include the additional costs necessarily incurred to comply with the stipulations of:

- a) European Community Legislation, or
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (after this referred to as 'the stipulations') in respect of:
 - i) the property insured being damaged
 - ii) undamaged portions of the property insured
 - iii) any water supply equipment at the **premises** supplying the sprinkler installation in undamaged portions of the **premises**

Excluding:

- a) the cost incurred in complying with the stipulations:
 - i) for **damage** occurring prior to the granting of this extension
 - ii) for **damage** not insured by this policy
 - iii) under which notice has been given to **you** prior to the **damage** occurring
 - iv) for which there is an existing requirement which has to be implemented within a given period in respect of property entirely undamaged by any events in paragraphs 1-12.
- b) the additional cost that would have been required to reinstate the damaged property to a condition equal to its condition when new, had the necessity to comply with the stipulations not occurred
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the stipulations.

Special conditions

- i) The work of reinstatement must be commenced and carried out without reasonable delay and must be completed within twelve months from the date of the **damage** or within a further period **we** agree (during the twelve months) and may be carried out at another site (if the stipulations allow) subject to **our** liability under this extension not being increased.
- ii) If **our** liability under any item of the policy apart from this extension is reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension in respect of any item shall be reduced in the same proportion.
- iii) The most **we** will pay under any item of the policy in respect of this extension is:
 - a) for damaged property the sum insured
 - b) for undamaged portions of property (other than foundations), 20% of the sum insured for that item at the **premises** where the **damage** occurred.
- iv) The most **we** will pay for any item is the sum insured.
- v) Subject to the terms and conditions of the policy except where they have been varied by this extension.

Reinstatement

- a) Subject to the following special conditions the basis on which the amount payable in respect of any item on **buildings** and **contents of common parts** is to be calculated, will be the reinstatement of the damaged property.

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of the damaged property which, provided **our** liability is not increased may be carried out:
 - i) in any manner suitable to **your** requirements
 - ii) at another site
- b) the repair or restoration of the damaged property in either case to a condition equal to but not better than its condition when new.

- b) **You** having stated in writing the Declared Value of each of the said items, the premium has been calculated accordingly.

'Declared Value' means **your** assessment of the cost of reinstatement of the property insured arrived at in accordance with paragraph A) a) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for

- the additional cost of reinstatement to comply with European Community and Public Authority requirements
- professional fees
- debris removal costs.

Special Conditions

- a) At the inception of each period of insurance **you** will notify **us** of the Declared Value of the property insured by each of the said items. In the absence of such declaration the last amount declared by **you** will be taken as the Declared Value for the ensuing period of insurance.
- b) If at the time of **damage** the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph B) above) at the inception of the period of insurance then **our** liability for the **damage** will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.
- c) The most **we** will pay for partly damaged property will be the sum insured on that item.
- d) **We** will not pay any amount in excess of the amount which would have been payable had this Supplementary Condition not applied:
- i) unless reinstatement commences and proceeds without unreasonable delay
 - ii) until the cost of reinstatement has been incurred
 - iii) if at the time of **damage** to the property there is any other policy in force covering the same property which is not on the same basis of reinstatement.
- e) All the terms and conditions of the policy will apply:
- i) to any claim payable under the provisions of this Supplementary Condition except as they have been varied under this Supplementary Condition
 - ii) where claims are payable as if this Supplementary Condition had not applied.

Special exclusion applying to section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) **damage** to the property insured caused by

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- any of the perils listed above which itself results from pollution or contamination
- sudden identifiable unintended and unexpected pollution or contamination which does not itself result from a peril listed above.

Your attention is drawn to the General Exclusions and Conditions of the policy.

Section B – loss of rental income

Definitions

Notes:

- a) To the extent that **you** are accountable to the tax authorities for Value Added tax, all terms in this policy shall be exclusive of such tax.
- b) For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Rent receivable

The money paid or payable to **you** in the course of **your business** from the letting of the **premises**.

Estimated rent receivable

The amount declared by **you** to **us** as representing not less than the **rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance (or proportionately increased multiples where the Maximum Indemnity Period exceeds 12 months).

Standard rent receivable

The rent receivable during the period in the 12 months immediately before the date of the **damage** which corresponds with the indemnity period (or in the event of a claim arising from **damage** occurring before the completion of the first years trading of the **business** at the **premises**, the proportional equivalent of rent receivable from the date the **business** commenced to the date of the **damage**) which will be adjusted to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred. The adjusted figures shall represent as near as reasonably practicable the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred.

Indemnity period

The period beginning with the occurrence of the **damage**, and ending not later than the Maximum Indemnity Period stated in the schedule, during which the results of the **business** shall be affected in consequence of the **damage**.

Professional accountant's charges

The reasonable charges payable by **you** to **your** professional accountant for producing details **we** require for a claim.

Other words with special meanings in this section are defined on pages 6, 7 and 8.

They are: **business, damage, employee, premises, us, we, you, your.**

The cover

Rent receivable

We will pay for the loss of **rent receivable** occurring during the **indemnity period**, resulting from **damage** caused by any of the insured events 1-12 under section A to the **buildings** of the **premises** shown in the schedule

provided that:

- at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance
- **our** liability under this section shall not exceed 200% of the **estimated rent receivable** as shown in the schedule.

We will pay:

- 1) the difference between the **rent receivable** and the **standard rent receivable** during the **indemnity period** as a result of the **damage**
- 2) extra expenses that **you** necessarily and reasonably incur in order to minimise the interruption or interference with the **business** during the **indemnity period**
- 3) professional accountants' charges.

We will take into account in calculating the payment:

- any savings during the **indemnity period** from **business** expenses payable out of **rent receivable** which stop or are reduced as a result of the **damage**
- any **rent receivable you** earn from conducting the **business** elsewhere during the **indemnity period**.

Cost of reletting

We will pay costs that **you** necessarily and reasonably incur in reletting the **premises** (including legal fees) solely in consequence of **damage**.

Loss of investment income on late payment

Following **damage** where **we** are making a payment for **rent receivable** and this is made later than **you** would normally expect to receive payment from the tenants **we** will pay a further sum representing the interest which **you** would normally have earned by placing the money in **your** normal deposit account on the earlier date.

Buildings awaiting sale

If at the time of **damage you** have contracted to sell **your** interest in the **buildings** and the sale is cancelled or delayed solely due to the **damage we** will pay at **your** option either:

The loss of **rent receivable** from the date of the **damage** until the date the **buildings** would have been sold or the expiry of the **indemnity period** if earlier

or

The loss in respect of interest from the date the **buildings** would have been sold if the **damage** had not occurred to the actual date of sale or with the expiry of the **indemnity period** if earlier. The loss in respect of interest being:

- i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **business**
- ii) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph i) above)

less any amount of rent receivable.

We will also pay with **our** consent:

Additional expenditure being the expenditure necessarily and reasonably incurred during the indemnity period following the **damage** solely to avoid or minimise the loss payable under i) and ii) above.

Payments on account

Payments on account may be made during the indemnity period if required by **you** subject to any necessary adjustment at the end of the indemnity period.

Renewal

You will provide to **us** prior to each renewal the estimated rent receivable for the financial year most nearly concurrent with the ensuing year of insurance.

Capital additions rent receivable

We will pay for loss of rent receivable for:

- any newly acquired or newly erected **buildings** or alterations, additions or extensions to **buildings** covered under section A, that is not otherwise insured.

Provided that:

- The most **we** will pay at one situation is 10% of the sum insured under this section up to a maximum of £100,000 during any one period of insurance
- **you** must tell **us** as soon as possible of any extension of cover as detailed above and take out insurance cover from the date **our** liability commenced.

Automatic Reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary

Provided that **you**:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the **buildings we** may require.

The most **we** will reinstate in any one period of insurance is the sum insured.

Waiver of subrogation rights

In the event of a claim under this policy **we** will not take the benefit of **your** rights against:

- any Company standing in the relation of Parent to Subsidiary or of Subsidiary to Parent to **you**
- any Company which is a Subsidiary to **your** own Parent Company (in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**)
- any tenant or lessee in respect of loss of rent unless the loss of rent is caused by a criminal or malicious act of the tenant or lessee.

Extensions

Prevention of access, public utilities and managing agents

We will pay for the loss of **rent receivable** occurring during the **indemnity period**, resulting from **damage** caused by any of the insured events 1–12 under section A:

- 1) to property in the vicinity of the **premises** which shall prevent or hinder the use of or access to the **premises**.

The most **we** will pay is 25% of the **estimated rent receivable** sum insured shown in the schedule

- 2) to property at any:

- i) generating station or sub-station of the public electricity supplier
- ii) land based premises of the public gas supplier or of any natural gas producer linked directly to them
- iii) water works or pumping station of the public water supplier
- iv) land based premises of the public telecommunications supplier

from which **you** obtain electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland.

The most **we** will pay is 25% of the **estimated rent receivable** sum insured shown in the schedule.

- 3) to property at the premises of any managing agents employed or engaged to collect **rent receivable** provided that:

- i) such **rent receivable** is not paid to **you** as a direct result of the **damage**
- ii) the **rent receivable** is not outstanding for 120 days in excess of its due date
- iii) **you** take all reasonable steps to recover **rent receivable**
- iv) such **rent receivable** is not recoverable under any other policy.

The most **we** will pay is 20% of the **estimated rent receivable** sum insured shown in the schedule.

Special conditions applying to section B

We will not pay if the **business** is permanently discontinued, wound up or carried on by a liquidator or receiver, unless **we** have agreed to do so.

You must keep **your** books of account and other **business** books records containing customers' accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at **your** offices.

Special Exclusion applying to section B

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) **damage** to the property insured caused by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- any of the perils listed above which itself results from pollution or contamination
- sudden identifiable unintended and unexpected pollution or contamination which does not itself result from a peril listed above.

Your attention is drawn to the General Exclusions and Conditions of the policy.

Section C – property owners’ liability

Definitions

Business

For the purposes of section C the **business** shall include:

- Private work carried out by any **employees** for **you** or any of **your** directors or executives
- Participation in exhibitions

Products

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, services, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of **your business**.

Words with special meanings in this section are defined on pages 6, 7 and 8.

They are: **bodily injury, buildings, damage, employee, premises, we, us, our, you, your.**

Public Liability

What is insured

All sums which **you** shall become legally liable to pay as compensation for:

- accidental **bodily injury** to any person
- accidental **damage** to material property
- accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- wrongful arrest or false imprisonment

occurring during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with **your business**.

What is not insured

Any liability:

- from accidental **bodily injury** sustained by any **employee** or director in the course of his employment by **you** in connection with the **business**
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- for **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased or hired for use by **you**.

This shall not apply to:

- i) personal property (including vehicles and their contents) of **your** visitors, directors or **employees**
- ii) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement

What is insured

What is not insured

- for **damage** to that part of any property upon which **you** or **your** servant or agent has been working, where the **damage** is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance is required
 - iii) which is more specifically insured.

This shall not apply to liability which **you** incur in respect of **bodily injury** or **damage** during the loading or unloading of any mechanically propelled vehicles or mobile plant or the bringing or taking away of a load from that vehicle, provided **you** are not entitled to indemnity under any other policy:

- arising out of manual work away from the **premises** other than collection or delivery by **you** or any of **your employees**
- arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways
- arising from **products** after they have ceased to be in **your** custody or control.

This shall not apply to food or beverages for consumption on **your premises** or at any other **premises** where **you** are carrying on **your business**

What is insured

What is not insured

- arising out of programming or for loss of information or the provision of wrong information on, in or from computer disks, tapes or other data recording equipment
 - for any Associated or Subsidiary Company of **yours** or Branch Office or Representative of **yours** with Power of Attorney outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - aggravated, exemplary, vindictive or punitive damages awarded by any Court of law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - loss, cost or expense directly or indirectly caused by, or contributed to or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives
 - the first £250 of compensation payable for **damage** to material property for any one occurrence or all occurrences of a series arising out of one original cause.
-

Limit of Liability

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series out of one original cause is as stated in the schedule. **We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **our** consent.

Products liability

What is insured

All sums which **you** shall become legally liable to pay as compensation for:

- Accidental death of or accidental **bodily injury** to any person
- Accidental **Damage** to material property

occurring anywhere in the world during any period of insurance in connection with **products** supplied in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and caused by **products**.

What is not insured

Any liability:

- for **bodily injury** or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**
- arising from any **products** which at the time of the contract of sale or supply are knowingly:
 - i) sold or supplied for use in craft designed to travel through air or space
 - ii) exported to the United States of America or Canada
- arising from any **products** in **your** custody or control
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- arising out of programming or for loss of information or the provision of wrong information on, in or from computer disks, tapes or other data recording equipment.
- for any Associated or Subsidiary Company of **yours** or Branch Office or Representative of **yours** with Power of Attorney outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- aggravated, exemplary, vindictive or punitive damages awarded by any Court of law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- loss, cost or expense directly or indirectly caused by, or contributed to or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

Limit of liability

The most **we** will pay for any one period of insurance is as stated in the schedule. **We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **our** consent.

Extensions to Section C

What is insured

Additional benefit

We will pay the costs incurred with **our** consent for:

- i) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- ii) defending in any Court Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

Personal representatives

In the event of **your** death the indemnity provided under this policy will extend to cover **your** personal representative for any liability **you** had previously incurred provided that they keep to the terms and conditions of the policy.

Indemnity to directors and employees

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable.

- any **employee** or director
- any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- **you** request **us** to do so
 - such people shall keep to the terms, conditions and limitations of this policy.
-

Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

What is not insured

What is insured

Cross liabilities

Where this policy is in joint names of more than one party **we** will deal with any claim as though a separate policy had been issued to each of them.

Data Protection Act

We will pay all sums **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by **you**.

Motor contingent liability

All sums which **you** and **you** alone shall become legally liable to pay as compensation for:

- accidental death of or accidental **bodily injury** to any person
- accidental **damage** to material property
- arising out of the use of any motor vehicle being used in connection with **your business**.

Health and Safety at Work Act 1974 – legal defence costs

We will pay, at **your** request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against **you** or one of **your employees** or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including legal **costs and expenses** incurred with **our** consent in an appeal against conviction.

Defective Premises Act 1972

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

Provided that **you** have no other more specific insurance in force.

What is not insured

Fines or penalties.

The cost of replacing, reinstating, rectifying or erasing any personal data.

Any liability:

- arising from the use of a motor vehicle which **you** own or provide
 - arising from a motor vehicle driven by **you**
 - for **damage** to the vehicles or goods carried in them
 - arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
 - arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - attaching to any person other than **you**.
-

Fines and penalties.

The cost of remedying any defect or alleged defect in the **premises**.

What is insured

Consumer Protection Act 1987 and Food Safety Act 1990 – Legal defence costs

We will, at **your** request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 including costs and expenses incurred with **our** consent in an appeal against conviction

provided that:

- the alleged breach occurs during the period of insurance
- the criminal proceedings relate to an offence committed in the course of **your business**
- the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- **we** have sole conduct and control of all claims
- **you** or any **employee** shall tell **us** immediately if any summons or other process is served upon **you** or any **employee** and of any event that may give rise to proceedings against such people.
- The most **we** will pay is £25,000.

Court attendance costs

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request, in connection with a claim for which insurance is provided under this section:

- a) **you** or **your** partner or director £250 per day
 - b) any **employee** £100 per day.
-

What is not insured

Legal fees or expenses where **you** or **your employee** are insured by another policy.

Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by **you** or any **employee**.

Legal costs and expenses which **you** or any **employee** may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of **you** or any **employee**.

Fines or penalties.

The cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.

What is insured

Libel and slander

We will pay all costs **you** become legally liable to pay as compensation for any act of libel or slander committed or uttered in good faith by **you** in the course of **your business** occurring during the period of insurance

provided that:

- this will apply solely to **your** in-house and trade publications
- the most **we** will pay is £250,000 in any one period of insurance.

Public liability during visits abroad

The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with **your business** by **you**, any **employee** or director normally resident in and travelling from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What is not insured

All the extensions to the Public Liability and Products Liability cover are subject to the following:

- **we** shall not be liable under these extensions unless **we** have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most **we** will pay will not increase and **we** will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

Clauses applying to section C – property owners' liability

Pollution or Contamination

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most **we** will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the period of insurance is as shown in the schedule. Provided that the most **we** will pay will not increase and **we** will not pay more than the limit stated in the schedule.

For the purpose of this condition 'Pollution or Contamination' shall mean:

- all Pollution or Contamination of **buildings** or other structures or of water or land or the atmosphere and
- all **damage** or **bodily injury** or indirectly caused by such Pollution or Contamination.

Legionella extension

The Pollution and Contamination clause above 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 any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like shall 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 policy shall not apply to any claim arising from Pollution or Contamination which arises from any discharge, release or escape of Legionella or other air borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the current period of insurance **you** had become aware of circumstances which have or may give rise to such Pollution or Contamination.

For the purpose of this extension such 'Pollution or Contamination' shall mean:

- all Pollution or Contamination of **buildings** or other structures or of water or land or the atmosphere and
- all **damage** or **bodily injury** directly or indirectly caused by such Pollution or Contamination.

You must give notice in writing to **us** immediately **you** become aware of circumstances which have given or may give rise to a claim under this clause.

Use of heat

The indemnity given by this section is subject to the following precautions being complied with whenever the use or application of heat (as defined below) is used elsewhere than on **your** own **premises**.

- a) By means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers
 - all combustible material shall be cleared from the immediate area or shall be fully protected by overlapping sheets or screens of non-combustible materials
 - at least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
 - a thorough examination must be made in the vicinity of the work approximately one hour after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
 - blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
 - a person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames. This does not apply to the application of heat is by means of blow lamps, blow torches, hot air guns or hot air stripper
- b) use of asphalt, bitumen, tar, pitch or lead heaters
 - the heating must be carried out in the open in a vessel designed for the purposes and if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Discharge of Liability

We may free ourselves from any further liability by paying to **you** or on **your** behalf the maximum sum payable under the public or products liability section or should any payments have been made, the balance of such maximum sum.

We shall also pay law costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable **you** shall pay the extra amount. **You** shall also pay such proportion of the law costs as the extra amounts bears to the total sum payable for such claim or claims.

Your attention is drawn to the General Exclusions and Conditions of the policy.

Section D – employers' liability

Meaning of words

Words with special meanings in this section are defined on pages 6, 7 and 8.

They are: **business**, **bodily injury**, **buildings**, **damage**, **employee**, **premises**, **we**, **us**, **our**, **you**, **your**.

What is insured

Your legal liability for **bodily injury** sustained by any **employee** which arises out of and in the course of his employment by **you** in connection with **your business**.

We will pay:

- all sums **you** become legally liable to pay for any claim for damages settled or defended with **our** consent
- claimant's **costs and expenses**
- all **costs and expenses you** incur with **our** consent in defending any claim for damages
- solicitors' fees **you** incur with **our** consent for:
 - a) representation at any Coroners's Inquest or Fatal Inquiry into death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the **bodily injury** is caused:

- during the period of insurance
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to **employees** employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere.

It is a condition that **you** do not undertake:

- i) tree felling or lopping
- ii) window cleaning, painting or similar operations carried out from cradles and/ or hoists
- iii) the provision of, erection of, dismantling of or addition to new or existing **buildings**.

What is not insured

Any liability:

- for **bodily injury** or disease sustained by any **employee**:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation or
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
- for which compulsory motor insurance or security is required under either of the following:
 - i) the Road Traffic act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

Extensions to section D

What is insured

Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to directors and *employees*

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable:

- any **employee** or director
- any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services

provided that:

- **you** request **us** to do so
- such people shall keep to the terms, conditions and limitations of this policy.

Private work

Private work carried out by any **employee** for **you** or any of **your** directors.

Health and Safety at Work Act 1974

All legal fees or expenses reasonably incurred by the solicitors engaged with **our** consent to act for, or on behalf of, any of **your employees** or directors to defend a criminal charge brought under:

- i) Section 36 or 37 of the Health and Safety at Work Act 1974 for an offence as defined in Section 33 of that Act
- ii) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the period of insurance and arising out of their employment by **you** in connection with **your business**

What is not insured

- Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by **your employee**.
- Any fines or penalties.
- Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.

What is insured

provided that:

- this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the **employee** tells **us** immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.

What is not insured

Unsatisfied Court Judgements

If any **employee** or his personal representative obtains a judgement for damages for **bodily injury** against any Company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months **we** will pay to the **employee** or his personal representatives, at **your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- the **bodily injury** :
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of his employment in **your business**
- there is no appeal outstanding
- if any payment is made under this extension the **employee** or his personal representative shall assign the judgement to **us**.

Court attendance costs

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request, in connection with a claim for which insurance is provided under this section:

- i) **you** or **your** partner or director £250 per day
- ii) any **employee** £100 per day

What is insured

Injury to partner or Proprietor

The definition of **employee** is extended to include any partner or proprietor named in the schedule in respect of **bodily injury**

provided that:

- the **bodily injury** is sustained in the course of **your business**
- the **bodily injury** is caused by another partner or **employee** working for **you** in connection with **your business**
- the partner or proprietor has a valid right of action against the party responsible for the **bodily injury**.

What is not insured

Limit of liability

The most **we** will pay other than limits otherwise stated is £10,000,000 for any one claim against **you** or by **you** or series of claims against **you** or by **you** arising out of one cause.

This amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this Policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

Terrorism Limitation

The most **we** will pay in respect of any one claim against **you** or by **you** or series of claims against **you** or by **you** arising directly or indirectly from terrorism is £5,000,000.

For the purposes of this limitation 'terrorism' means:

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves **damage** to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

All the extensions to the Employers' liability cover are subject to the following:

- **we** shall not be liable under these extensions unless **we** have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most **we** will pay will not increase and **we** will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

Your attention is drawn to the General Exclusions and Conditions of the policy.

Section E – legal expenses for eviction of squatters

This section applies only to residential **premises** and/or residential portions of **premises**.

Definitions

Representative

The lawyer or other suitably qualified person who has been appointed by **us** to act for **you** in accordance with the terms of this section.

Date of occurrence

The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

Costs and expenses

a) Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

b) Opponents' costs

We will also pay the costs incurred by opponents if **you** have been ordered to pay them, or pay them with **our** agreement.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Cover

We agree to provide the insurance in this section, as long as:

- a) the **date of occurrence** of the insured incident is within the period of insurance; and
- b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the territorial limits.

We will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

We will only pay the **costs and expenses** charged by a **representative** appointed by **us**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

Eviction of squatters

We will pay the **costs and expenses** incurred to secure the eviction of squatters from residential **premises** shown in the Schedule.

Exclusions

- 1 A claim reported to **us** more than 180 days after **you** should have known about the insured incident.
- 2 An incident or matter arising before the start of cover under this section of the policy.
- 3 **Costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 5 An insured incident intentionally brought about by **you**.
- 6 Any legal action that **you** take which **we** or the **representative** have not agreed to, or where **you** do anything that hinders **us** or the **representative**.

- 7 A claim relating to **your** alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which damage **your** reputation.
- 9 A claim relating to a lease, a licence or tenancy of land or buildings, or a claim relating to any land or buildings which are not for residential purposes.
- 10 A dispute with **us** not otherwise dealt with under Condition 7.
- 11 Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.
- 12 An application for judicial review.

Your attention is drawn to the General Exclusions and Conditions of the policy.

Conditions – applying to this section

- 1 **You** must:
 - a) keep to the terms and conditions of this section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for, in writing;
 - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
- 2 a) **We** can take over and conduct in **your** name, any claim or legal proceedings at any time.

We can negotiate any claim on **your** behalf.

- b) **You** are free to choose a **representative** (by sending **us** the suitably qualified person's name and address) if:
 - i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - ii) there is a conflict of interest.

We may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, **you** may choose another suitably qualified person.

- c) In all circumstances except those in 2b) above, **we** are free to choose a **representative**.
- d) Any **representative** will be appointed by **us** to represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- e) **We** will have direct contact with the **representative**.
- f) **You** must co-operate fully with us and the **representative** and must keep us up to date with the progress of the claim.
- g) **You** must give the **representative** any instructions that we require.

- 3 a) **You** must tell **us** if anyone offers to settle a claim.
 - b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further costs and expenses.

- 4 a) **You** must tell the **representative** to have costs and expenses taxed, assessed or audited, if we ask for this.
 - b) **You** must take every step to recover costs and expenses that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

- 5 If the **representative** refuses to continue acting for **you** or if **you** dismiss the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

- 6 If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid.
- 7 If **you** and **we** disagree about the choice of **representative**, or about the handling of a claim, **you** and **we** can choose another suitably qualified person to decide the matter. **You** and **we** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 8 **We** may, at **our** discretion, require **you** to obtain, at **your** expense an opinion from a lawyer or other suitably qualified person chosen by **you** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
- 9 All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

How to make a claim

For the purposes of this section, claims are handled on **our** behalf by MSL Legal Expenses Limited (MSL) and in the event of an incident that may result in a claim they should be contacted. Reference to **we, us or our** in this section in relation to the control and handling of any claim **you** make under this section may refer to either **us** or MSL acting on **our** behalf.

Contact details of MSL Legal Expenses Limited are as follows.

No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW

Telephone: 01245 396312 quoting reference SLIS Squatters

In all communications with **us** please quote **your** policy number.

Legal Advice Service

This service is provided exclusively by MSL Legal Expenses Limited (MSL) through its legal advice telephone helpline, which is available at any time of the day or night, every day of the year.

MSL will give **you** legal advice over the phone on any legal problem affecting the **business** in connection with the eviction of squatters.

Legal Advice Service MSL Legal Expenses Ltd Telephone 01245 396202

Quoting reference: SLIS Squatters

MSL will not accept responsibility if the legal advice helpline fails for reasons outside its control.

In order to check and improve service standards, MSL may record **your** call.

General exclusions

The policy does not cover:

1 Sonic bangs – not applicable to sections C, D, E

damage arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

2 Nuclear risks – not applicable to section D

any expense, consequential loss, legal liability, or **damage** to any property directly or indirectly arising from:

- i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion iv) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

3 War risks – not applicable to section D

any event arising from war, invasion, act of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.

4 Terrorism – not applicable to sections C, D and E

loss, **damage**, cost or expense directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with Terrorism.

For the purposes of this exclusion the following special meaning shall apply:

'Terrorism' means:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Chanel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

b) in respect of any occurrence elsewhere than as described in a) above:

any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
 - ii) involves **damage** to property; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) or b) above.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy, the burden of proving that cover is provided under this policy shall be upon **you**.

5 Northern Ireland civil commotion – not applicable to Sections C, D and E

damage to any property in Northern Ireland or loss resulting from such **damage** arising from riot civil or political disturbances and (except in respect of **damage** by fire or explosion) labour disturbances.

6 Electrical risks – not applicable to Sections C, D, E

damage to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self heating.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

7 Date related performance and functionality – not applicable to Section D

- i) **damage**
- ii) consequential loss, additional expenditure or extra expenses
- iii) legal liability
- iv) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is **your** property or not and whether operating before or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from Defined Perils otherwise covered by this policy.

For the purpose of this exclusion, the following special meanings shall apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'Defined Perils' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

- 1 **You** must provide complete and accurate information to **us** when the policy is accepted, at renewal and throughout the life of the policy. **You** must ensure that all statements made on proposal forms, claim forms and other documents are full and accurate, including any information provided over the telephone, by facsimile or by other electronic medium. Failure to disclose any material information or failure to pay premiums could invalidate **your** insurance and mean that all or part of a claim may not be paid. **You** shall ensure **buildings** covered by the policy are maintained in a satisfactory condition.
- 2 **You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.
- 3 **You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of injury or **damage**. **You** will not be insured under the policy until **we** have agreed in writing to accept the increased risk.
- 4 If **you** or anyone acting for **you** makes a claim under this policy knowing the claim to be false, **we** will not pay the claim and all cover under the policy stops.
- 5 **We** have the right to cancel this policy or any section, or part of it, by giving 14 days notice in writing by registered letter to **your** last known address.
- 6 If **you** decide **you** do not want to accept the policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the policy or renewal notice. **We** may, at **our** discretion, charge **you** for the time **you** have been on cover, including insurance premium tax.
- 7 If **we** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.
- 8 If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy provided that they keep to the terms of the policy.
- 9 The policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.
- 10 Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method the policy remains an annual contract and the date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if applicable), the credit agreement and the policy will be cancelled immediately.
- 11 If **you** pay the premium to **us** using **our** Direct Debit instalment scheme, **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, provided **you** tell **us** (or **your** insurance intermediary) before the next renewal date, **we** will not renew it.

Claims conditions

- 1 Upon learning of any circumstances likely to give rise to a claim **you** must:
 - tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require
 - as soon as is reasonably possible, tell the Police if the **damage** is by theft or attempted theft or by riot or civil, labour or political disturbances or vandals or malicious people
 - immediately send to **us** any writ or summons issued against **you**
 - supply, at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) seven days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) thirty days after the expiry of the indemnity period under section B – Business Interruption
 - iii) thirty days after any other **damage**, interruption or **bodily injury**
 - take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.
- 2 **We** shall have the right to settle a claim by:
 - the payment of money
 - reinstatement or replacement of the property lost or damaged
 - repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We shall not spend on any one item, more than its sum insured.
- 3 **We** have the right to the salvage of any insured property.
- 4 **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy **we** will be liable only for **our** proportionate share. If any other such policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 **We** are entitled to:
 - take the benefit of **your** rights against another person before or after **we** have paid a claim
 - take over the defence or settlement of a claim against **you** by another person.
- 7 **We** have the right to enter the building where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

Our complaints procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with **your** usual contact as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**.

If **we** cannot resolve **your** complaint straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress while **our** enquiries are continuing.

The majority of complaints **we** receive are resolved within 4 weeks of receipt.

Next steps if you are not happy with the response provided

If **you** are not satisfied with the manner in which **your** complaint has been dealt with, any further complaint should be addressed to **us** at

Amlin House, Parkway, Chelmsford, Essex CM2 0UR

E-mail: Aulcomplaints@amlin.co.uk

Should **you** remain dissatisfied, **you** may refer **your** complaint to Policyholder & Market Assistance at Lloyd's, who will investigate and assess **your** complaint. Lloyd's contact details are as follows.

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA
Phone: 0207 327 5693
Fax: 0207 327 5225
E-mail: Complaints@Lloyds.com

The Financial Ombudsman Service (FOS)

If **we** or Lloyd's are unable to resolve **your** complaint to **your** satisfaction within 8 weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within 6 months of **our** final response. The FOS contact details are as follows:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- a consumer
- a **business** employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1million
- a trustee of a trust with a net asset value of less than £1million.

If **you** are unsure whether the FOS will consider **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

Following this complaints procedure does not affect **your** legal rights.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on 0800 678 1100.

Arranged by

Underwritten by



T 01303 241170 F 01303 850653
T 01303 247047 (Claims)
T 01303 241180 (Accounts)
E info@flatscheme.co.uk

145 New Dover Road,
Capel-le-Ferne,
Folkestone, Kent CT18 7JR.
www.flatscheme.co.uk

