



Your residential property owners policy

Policy document

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Guide to your policy

Your new policy has been designed to meet the needs of the residential **property** owners market, and it's been written in plainer English which **we** hope will make it easier to understand.

To help **you** find **your** way around **your** policy, **we've** produced the following short guide to the contents.

General Definitions: defines words which have a special meaning wherever they are used in the policy. Definitions save **us** using or repeating long explanations in the middle of the policy wording.

Section 1

Material Damage: covers **your** physical assets to the extent that **you** have chosen.

You can find sums insured and limits of **your** cover in the Schedule and Specification.

Section 2

Property Owners Liability: covers **your** legal obligations to **pay** someone else, other than employees, for **injury** or **damage** to their **property**, caused by **your** **business/association**.

Section 3

Employers Liability: covers **your** legal obligations to compensate an **employee** who is injured.

Section 4

Directors' & Officers' Liability

Section 5

Legal Expenses: covers legal expenses incurred to evict squatters.

Section 6

Terrorism Extension

General

Matters which apply to the whole policy, or to more than one section:

- **Claims Conditions** – what to do if **you** need to make a **claim**
- **Provisions**
- **Exclusions**

Endorsements: not all of these will apply, but, where they do, they will be shown on the Schedule.

Queries and Complaints Procedure: what to do if **you** have a problem with this policy or **our** service.

Schedule and Specification

Attached to **your** policy is the Schedule. This is a separate document so that an updated copy can be given to **you** whenever **you** change **your** individual circumstances.

Schedule: this specifies the particulars **you** have chosen and, in addition, will show details of any special extensions and endorsements specially applicable to **you** and not included in the standard printed policy.

Specification: this sets out a summary of **your** particulars, such as **your** name and address, and which sections of the policy are operative, sums insured and limits of liability.

Residential Property Owners' policy

This Policy sets out the terms of a contract between **you** and **us** and is based on the proposal and any declaration or premium payment application which **you** have made.

The Schedule, Specification(s), Endorsements and any Certificate of Insurance form one document with this Policy.

We will insure **you** against the contingencies defined in the Sections of the Policy which the Schedule shows are operative provided that all the terms and conditions of the Policy have been satisfied.

We will only **pay** if the contingencies occur:

- during any Period of Insurance for which **we** have accepted **your** premium, and
- within the **territorial limits**, unless otherwise stated.

We will not be liable in any circumstances to **pay** more than the amount of any Sum Insured or lower Limit, shown in the Schedule or stated elsewhere in the Policy, effective at the time of the incident giving rise to liability under this Policy.

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 relating to **your** address as shown in the Schedule. If there is any dispute as to which law applies it will be English Law.

The parties agree to submit to the exclusive jurisdiction of the English courts

For and on behalf of the company.



Guy Munnoch

Chief Executive **Officer** of Zurich Insurance Company, UK Branch.

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 to **us** or **your** broker or agent

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

This document shows all the Sections available under the Policy. Cover is only effective for those Sections shown as operative in the Schedule and then only to the extent shown there.

General definitions

Wherever the following words appear in the Policy in bold letters they will have the same defined special meaning attributed to them.

Buildings

The **buildings** at the **Premises** shown in the Schedule including:

- a) landlords' fixtures and fittings and decorations
- b) private garages, outbuildings, yards, forecourts, car parks, drives, pools, hard courts, patios and terraces
- c)
 - i) roads and pavements, associated lamp posts and other street furniture
 - ii) garden machinery, garden landscaping and paving, garden furniture, trees and plants but only to the extent of **your** responsibility
- d) walls, gates, fences, canopies, fixed signs, communication aerials and closed circuit surveillance equipment
- e) cesspits, septic tanks, 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
- f) 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 sanitary ware for which **you** are responsible.
- g) gymnasia used by residents for domestic and leisure purposes

Business

Your business shown in the Schedule including:

- a) the ownership, organisation and/or management of the **buildings**
- b) **Your** fire, security, first aid and ambulance services
- c) maintenance of the **buildings**, plant and equipment

In respect of Sections 2 and 3 only **business** also includes:

- d) **Your** sponsorship of events or involvement in exhibitions, galas, carnivals, fetes or corporate hospitality.

Claim

A single loss or series of losses **due to** one occurrence which is insured by this Policy.

Contents of Common Parts

Furniture, carpets, curtains, equipment, other similar **property** and tenants' improvements, alterations and decorations within common areas of the **buildings** for which **you** are responsible but excluding computer systems software, data and records.

Damage

Material loss, destruction or **damage**.

Due to

Directly or indirectly caused by, resulting or arising from, in connection with.

Employee

Anybody who is:

- a) under a contract of service or apprenticeship with **you**
- b) supplied to, hired or borrowed by **you** including persons undertaking study or work experience whilst employed or engaged by **you** in connection with the **business**.

Excess

The amount for which **you** are responsible and which will be deducted from any payment under this Policy after the application of all other terms and conditions of the Policy.

The **excess** which applies to each claim may vary; you should check the relevant Policy Section, Endorsement, Specification or Schedule.

Geographical limits

- a) The **territorial limits**
- b) elsewhere in the world in respect of:
 - i) any act or omission occurring within the **territorial limits**
 - ii) work undertaken by **you**, **your officers** or any **employee** who ordinarily reside in the **territorial limits**.

Goods

Goods (including containers, packaging, labelling and instructions for use) which are not in **your** custody or control and which **you** have sold or supplied within the **territorial limits** in connection with the **business**.

Injury

Bodily **injury** including illness, death, disease, mental **injury** or anguish and shock.

Officer(s)

Director(s) or partner(s) in the **business**.

Pay

Pay, reinstate, repair or replace at **our** option.

Premises

The **premises** shown in the Schedule.

Principal

Any party other than **your officers** or employees with whom **you** have undertaken work or the performance of a contract, agreement for work or provision of services (other than the sale or supply of **goods**) in connection with the **business**.

Property

Material **property**.

Resident

Any person who is the owner, lessee or occupier of any private dwelling or flat and any member of their family permanently living with them at the **buildings**.

Territorial limits

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

Terrorism

Any act of any person acting on behalf of, or in connection with, any organisation with activities directed by force or violence towards the overthrowing or influencing of any government de jure or de facto.

We, us or our

Zurich Insurance Company: pertaining to Zurich Insurance Company.

You: your

The person, people, company or other organisation shown in the Schedule as the Insured: pertaining to the Insured.

Section 1

Material Damage

Special Definitions

Wherever the following words appear in capital letters, e.g. DECLARED VALUE, within this Section they will have the same defined special meaning attributed to them.

DECLARED VALUE

The cost of REINSTATEMENT of the **property** insured at the inception of the Period of Insurance, adjusted to include where insured:

- a) the additional cost of REINSTATEMENT to comply with European Union legislation, statutory or local authority requirements
- b) Professional Fees
- c) Removal of Debris

The cost of REINSTATEMENT should exclude future inflation

REINSTATEMENT

- a) Rebuilding or replacement of **buildings** which have been lost or destroyed
- b) the repair or restoration of **buildings** which have been partially damaged to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.
Rebuilding or replacement may be carried out:
 - (i) In any manner to suit **your** requirements
 - (ii) upon another site provided the amount payable by **us** is not increased
- c) the additional cost of reinstating **buildings** incurred solely to comply with European Union legislation, statutory or local authority requirements following accidental **damage**.

RENT

- a) Money paid or payable to **you** in the course of the **business** in respect of the **buildings** shown in the Schedule in respect of untenanted **buildings** or portions of **buildings**, the money estimated to be paid or payable to **you** once the **buildings** or parts of them are let for accommodation
- b) Service charges payable to **you** in the course of the **business** in respect of the **buildings** shown in the Schedule.

RESIDENTIAL CONTENTS

Furniture, furnishings, carpets, television, 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) more specifically insured by another policy

UNOCCUPIED BUILDINGS

Any **buildings** which have not been lived in for more than 30 consecutive days

Cover

Provided it is shown as insured in the Schedule and occurs at the **premises we will pay for damage** (unless it is excluded) to the **buildings**, contents of common parts and RESIDENTIAL CONTENTS by an Insured Peril

Alternatively **we** will have the option to replace, reinstate or repair the damaged **property** or any part of it.

Basis of Claims Settlement

The following clauses will apply only in the settlement of a **claim** under this Section which has been accepted by **us** as valid.

Underinsurance

If at the commencement of any **damage** the total DECLARED VALUE under this Section is less than the cost of REINSTATEMENT at the start of the Period of Insurance **we** will not **pay** more than the proportion of the **claim** which the DECLARED VALUE bears to the cost of REINSTATEMENT.

Payment to Somebody other than the Insured

If **you** do not own the **property**, **we** will have the option to **pay** the owner of the **property** instead of **you**. Provided that:

- a) **we** conduct and control the **claim**
- b) the owner must observe, fulfil and be subject to the terms, exceptions and conditions of this Policy as far as they can apply.

The owner's receipt will be a discharge of the **claim**.

Reinstatement Conditions

Subject to the following Special Conditions the calculation of the amount payable following **damage** to the **buildings**, contents of common parts and RESIDENTIAL CONTENTS will be based on the REINSTATEMENT of the **property** affected.

Special Conditions

(applicable only to claims payable under REINSTATEMENT CONDITIONS)

1. If **property** is only partially damaged **we** will not **pay** more than the amount which would have been payable if the **property** had been totally destroyed.
2. Any additional amount, payable solely **due to** this REINSTATEMENT condition, will be paid only if:
 - a) REINSTATEMENT starts and proceeds without unreasonable delay
 - b) the cost of REINSTATEMENT has been actually incurred
 - c) any other insurance which **you** effect, or which is effected on **your** behalf in respect of the **property**, is on the same basis of REINSTATEMENT at the time of the **damage**.
3. **We** will not **pay** for:
 - a) the cost of complying with European Union legislation, statutory or local authority requirements:
 - (i) where **damage**:
 - occurred prior to the commencement of the Period of Insurance
 - is not insured by this Policy
 - (ii) where **you** have been served with a notice before the **damage** occurred
 - (iii) which relates to undamaged parts of damaged **buildings** (except for the foundations of the parts of the **buildings** destroyed or damaged) other than the lesser of £250,000 or 15% of the total amount for which **we** would have been liable under Paragraph c) of REINSTATEMENT if the **buildings** had been totally destroyed
 - b) the amount of any charge or assessment **due to** capital appreciation which may be payable because of compliance with European Union legislation, statutory or local authority requirements.
4. REINSTATEMENT must be completed within 12 months of the **damage** occurring unless **we** agree a longer period.

Indemnity Cover

Where claims are payable as if the REINSTATEMENT conditions had not been incorporated all the terms and conditions of the Policy will apply except that the Sums Insured will be limited to 113% of the DECLARED VALUES shown in the Schedule.

Additional Cover

1. In addition to the total amount **we pay** for any **claim** which **we** have accepted as valid under this Section, **we** will also **pay**:

Rent and/or Alternative Accommodation

- i) the reasonable additional cost of comparable alternative accommodation for:
 - any **resident** including temporary storage costs for their furniture
 - domestic pets which normally live in the **buildings**during the period necessary to restore **buildings** which have been made uninhabitable or inaccessible by **damage** to a habitable condition
- ii) RENT, which ceases to be payable to **you** whilst the **buildings** are uninhabitable or inaccessible **due to damage**, but not for more than 36 months from the date of the **damage**.
We will not pay:
 - any amount in **excess** of the limit stated in the Schedule of the Sum Insured on damaged **buildings**
 - costs which may cease or be reduced as a result of the **damage**

Loss of Metered Water, Gas & Electricity

Loss of metered water, gas or electricity following **damage** resulting in a water, gas or electricity charge which **you** are unable to recover from any other party.

We will not pay more than £75,000 any one **claim** and £150,000 in any Period of Insurance

Water Damage Tracing Costs

Costs and expenses which **you** incur with **our** consent to locate the source of **damage** to the **buildings** due to an escape of water, including subsequent repair to walls, floors or ceilings.

We will not pay more than £75,000 any one **claim** and £150,000 in any Period of Insurance

Re-letting Costs

Costs necessarily and reasonably incurred in re-letting the **buildings** solely **due to damage**

We will not pay more than £5,000 in any Period of Insurance

Boarding Up

The reasonable costs of boarding up and making secure the **buildings** following **damage**

Concern for Welfare Costs

Costs incurred following **damage** 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 the **Resident**

We will not pay

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

Emergency Services

Costs and expenses which **you** incur with **our** consent in making good **damage** to **buildings** including landscaped gardens caused by emergency services but excluding:

- i) the cost of soil movement other than necessary for surface preparation
 - ii) the failure of seeds to germinate or trees, shrubs or turf to become established following replanting.
- 2 **We will also pay** the following costs, fees and expenses provided the total amount **we pay** for any **claim** which **we** have accepted as valid under this Section does not exceed the relevant Sum Insured or limit:

Fly Tipping

We will pay the reasonable costs of cleaning and removing any **property** illegally deposited in or around the **premises**. The most we will pay is £25,000 for any one **claim** and in any Period of Insurance.

Drains and Gutters

Costs and expenses which you incur with our consent, to clean and/or clear drains and/or sewers and/or gutters (which you own or for which you are responsible)

Professional Fees

Architects', surveyors', legal and consulting engineers' fees, necessarily and reasonably incurred but excluding any fees for preparing a **claim**

Removal of Debris

Costs and expenses which you incur with our consent in removing debris of the **buildings** from the **premises** and the immediately adjacent area following accidental **damage** covered under this Section

Shoring Up

Costs and expenses which you incur with our consent to shore-up or prop, dismantle or demolish the **property due to damage**.

3 We will pay:

Exceptional Measures

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:

- i) the potential **claim** could not have been reasonably foreseen
- ii) the terms and conditions of this Section will apply as if **damage** had occurred

Keys

Up to £7,500 any one **premises** to replace locks to the external doors of the **buildings** if keys are stolen from the **buildings** or from the home of an authorised keyholder or where there is reasonable evidence that such keys have been copied by an unauthorised person

Prevention of Access

Loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to damage** by an Insured Peril to **property**:

- i) in the vicinity of the **buildings** which prevents or hinders their use or access to them whether the **buildings** are damaged or not
- ii) at the **buildings** of your Managing Agents in the **territorial limits**

we will not pay:

- any amount in excess of 20% of the Sum Insured on **buildings** to which use or access is prevented or hindered
- for **damage** to the **property** of any supply undertaking which prevents or hinders the supply of electricity, gas, water or telecommunications to the **buildings**

Non Damage Prevention of Access

Loss of rent and/or the reasonable additional cost of comparable alternative accommodation **due to** access to or use of **buildings** being hindered or prevented **due to** the **buildings** or **property** in the vicinity being:

- i) occupied by terrorists or persons thought to be terrorists
- ii) thought to contain or actually containing a harmful device

we will not pay:

- unless the Police are immediately informed
- for any **claim due to** any cause within the control of the Insured
- for any **claim due to damage to property** owned by the Insured at the **buildings**
- for any **claim** where the prevention or hindrance of access or use is less than 48 hours' duration
- any amount in **excess** of £100,000 or 10% of the Sum Insured on **buildings** to which use or access is prevented or hindered, whichever is the lesser

Removal of Nests

The cost of removing wasps' or bees' nests from the **buildings**

we will not pay:

- i) more than £500 any one **claim** and £5,000 in any Period of Insurance
- ii) the costs of removing nests already in the **buildings** before the inception of this Policy.

Tree Felling and Lopping

The cost of removing or lopping trees which are an immediate threat to the safety of life or **property**.

We will not pay

- i) more than £5,000 any one **claim** and in any Period of Insurance
- ii) Legal or Local Authority costs involved in removing trees
- iii) Costs incurred solely to comply with a Preservation Order

Tree Removal

The cost of removing fallen trees or branches from the **premises**

We will not pay

- i) more than £5,000 any one **claim** and in any Period of Insurance
- ii) unless the incident results from an insured peril

Deeds and Documents

The cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the **premises due to damage** 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**

Public Utilities

Loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to** access to or use of **buildings** being hindered or prevented **due to damage** by an Insured Peril to **property** at any:

- (i) generating station or sub-station of a public electricity supply undertaking
- (ii) land-based **premises** of the public gas supply undertaking or any national gas producer linked directly to them
- (iii) waterworks and pumping stations of a public water supply undertaking
- (iv) land-based **premises** of any public telecommunications undertaking from which the **buildings** obtain electricity, gas, water or telecommunication services. **We will not pay** any amount in **excess** of 20% of the Sum Insured on **buildings** to which the Public Utilities supply is affected.

Loss of Money

We will **pay** the amount of any loss not exceeding the Limits shown in the Schedule in the event of:

- (a) loss of MONEY from any cause which is not excluded:
 - (i) loss of NON-NEGOTIABLE MONEY
 - (ii) loss of other MONEY whilst in transit and entrusted to **your officers** or authorised representative or whilst in the private residence of **your officers** or authorised representative
- (b) accidental **damage** as a direct result of robbery or attempted robbery to:
 - (i) the personal effects of **your officers** or authorised representative
 - (ii) any security case, bag or other specially designed container for the carriage of MONEY

We will not be liable for any loss:

- (a) arising from error or omission in receipts, payments, accounting practices or depreciation in value
- (b) **due to** fraud or dishonesty on the part of any of **your officers** or authorised representative unless such loss is discovered within 14 days of the act of fraud or dishonesty
- (c) of MONEY in **excess** of £100 from an unattended vehicle.

Special Definitions (applicable to additional cover Loss of Money only)

MONEY

Coinage, bank and currency notes, bills of exchange, cheques, giro cheques, giro cash cheques, bankers drafts, national giro drafts, money orders, postal orders, national insurance stamps, national savings stamps, national savings certificates, all belonging to **you** or for which **you** have accepted responsibility and held in connection with the **business**.

NON NEGOTIABLE MONEY

Crossed cheques, crossed giro cheques, crossed bankers drafts, crossed national giro drafts, crossed money orders, crossed postal orders, used national insurance stamps, national savings certificates.

Personal Accident Assault Extension

We will **pay** compensation up to the Event Limits shown in the Schedule if an INSURED PERSON sustains **injury** as a result of robbery or attempted robbery.

Event Limits

Injury solely and directly resulting within 52 weeks of the **injury** in

1. Death, or Total and PERMANENT
 - (a) loss or loss of use of one or more limbs at or above the wrist or ankle, or
 - (b) loss or loss of use of one or both eyes, or
 - (c) disablement from paid work of any kind (payable after 104 weeks from the date of the injury or as agreed by us).
2. Temporary disablement from usual paid work (payable until recovery or up to 104 weeks from the date of the **injury** whichever occurs first). Provided that anyone entitled to compensation:
 - (a) places themselves as soon as practicable under the care of a qualified medical practitioner whose advice they must follow
 - (b) submits to medical examination at **our** expense as often as required by **us**.

Basis of Claims Settlement

No compensation will be payable in respect of any one INSURED PERSON under more than one heading under item 1 of Event Limits. All sums paid under item 2 of Event Limits will be deducted from any sums becoming payable under item 1 a), b) or c) of Event Limits in respect of the same **injury** to the same INSURED PERSON.

Special Definitions (applicable to Personal Accident Assault Extension)

INSURED PERSON

Any **officers** or **your** authorised representative who is 16 years old or over but under 66 years old to whom **you** have entrusted MONEY.

PERMANENT

That which in all probability will continue for the remainder of life.

Extensions

The insurance extends to include:

1. Capital Additions

alterations, additions and extensions to existing **buildings** and newly acquired or newly erected **buildings** which **you** have not told **us** about, provided:

- (a) **you** tell **us** about them as soon as **you** can but not later than 6 months after **you** become responsible for them
- (b) **you** effect specific insurance from the time **you** become responsible for them
- (c) **we** will not **pay**:
 - (i) more than £2,500,000
 - (ii) for appreciation in value.

This Extension does not apply to **buildings**:

- for which **you** have been responsible for more than 6 months
- which are otherwise insured

2. Other Interests

the interest of any freeholder, mortgagee, lessor, heritable creditor 'Primo Loco' or 'Secundo Loco' or similar party is noted. The nature and extent of such additional interests must be disclosed immediately following **damage** which is the subject of any **claim**.

3. Contracting Purchaser's Interest

the interest of any person to whom **you** have contracted to sell **your** interest in **buildings** insured by this Section.

This Extension will not prejudice **your** rights or **our** rights and will not operate:

- (a) if the **property** is otherwise insured by, or on behalf of, the contracting purchaser
- (b) after completion
- (c) if the purchase is not completed

4. Temporary Removal

property within the **territorial limits** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes.

we will not **pay**:

- (a) more than £2,500 any one **claim**
- (b) for **property** more specifically insured.

Conditions

1. Non Invalidation

This insurance will not be invalidated by anything which increases the risk of **damage** provided that:

- (a) it is without **your** authority or knowledge or beyond **your** control
- (b) **you** tell **us** as soon as **you** become aware of the increased risk of **damage**
- (c) **you** pay any additional premium.

2. Repairs and Alterations

Repairs or minor structural alterations may be made to the **buildings** without affecting the insurance under this Section.

3. Tenant's Subrogation Waiver

Following **damage** to any **buildings** insured **we** will waive any rights, remedies or relief to which **we** may become entitled by subrogation against any tenant of the **buildings** provided that:

- (a) the **damage** did not result from a criminal, fraudulent or malicious act of the tenant
- (b) the tenant contributes to the cost of insuring the **buildings** against the peril which caused the **damage**.

4. Mortgagees and Lessors

Any increase in the risk of **damage due to** any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any **buildings** will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided the increase in risk is without their prior knowledge or authority and **we** are notified immediately they become aware of the increase in risk and **pay** any additional premium.

5. Fire Extinguishing Appliances

Fire extinguishing appliances must be inspected regularly and any defects must be promptly remedied.

6. Security Protections

All devices for the protection of the **buildings** must be kept in good working order.

7. Intruder Alarm Protection

Any intruder alarm system(s) must be:

- (a) installed in accordance with the installer's specification. No alteration or variation of the system(s) or any structural alteration to the **buildings** which would affect the system(s) may be made without **our** written consent
- (b) kept in full and efficient working order at all times and serviced under a maintenance contract
- (c) tested and set whenever the alarmed part of the **buildings** is closed or not attended by **you** or by any person **you** have authorised to be responsible for the security of the **buildings** **you** must tell **us** immediately if **you** receive a notice from the:
 - (i) Police or a security organisation saying that the system(s) signals will be disregarded or their response downgraded
 - (ii) Local Authority or a Magistrate of any requirement imposed under the Environmental Protection Act or other legislation which requires modification of the system(s).

8. Automatic Fire Alarm Installation

Where an automatic fire alarm installation is installed **you** must:

- (a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defects
- (b) carry out the maintenance procedures specified by the manufacturers of the equipment
- (c) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for more than 12 hours
- (d) record details of all events such as alarms, faults, tests, maintenance and misconnections and keep them in case **we** wish to examine them.

9. Parent and Subsidiary Company/ Subrogation Waiver

If there is a **claim we** will waive **our** rights of subrogation against any Company which is a Parent of or Subsidiary to **you** or any Company which is a Subsidiary of a Parent Company of which **you** are a Subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order.

10. Inflation Protection

Unless **you** give **us** written notice to the contrary, **we** will adjust the DECLARED VALUE at each renewal of this Policy in accordance with the Royal Institution of Chartered Surveyors Home Rebuilding Cost Index and calculate the annual premium on the adjusted DECLARED VALUE.

11. Contribution

If any other insurance covers the same **damage we** will not **pay** more than **our** rateable proportion of any **claim**.

12. Unoccupied Buildings

If UNOCCUPIED BUILDINGS are covered under this Section **you** must:

- (a) turn off all mains services (except the electricity supply to maintain any fire or intruder alarm system) and completely drain the water system
or
during the period 1 October to 1 April each year keep any central heating systems working at a minimum temperature of 5°C
- (b) inspect the building internally and externally and remove waste at intervals of no more than 7 days
- (c) take reasonable steps to prevent accumulations of mail
- (d) secure the building against unlawful entry by closing and locking doors and windows and setting any security and alarm systems
- (e) **pay** the first £500 of each **claim** for **damage** to UNOCCUPIED BUILDINGS **due to** malicious persons, storm, flood, water **damage**, theft or accidental **damage**.

Note: Please also see the conditions which appear under the general Section of this Policy

Provisions

Automatic REINSTATEMENT following Loss

1. The DECLARED VALUE of any item will not be reduced by the amount of any **claim** provided that:
 - (a) **You pay** the appropriate premium to reinstate the DECLARED VALUE from the date of the loss
 - (b) **You** undertake to implement without delay any additional protections which **we** may require for the further security of the **buildings**
 - (c) **You** or **we** have not given written notice to the contrary.

Insured Perils (applicable only if shown as insured in the Schedule)

1. Fire, Smoke, Lightning and Explosion

- (a) Fire
- (b) Smoke but excluding any gradually operating cause.
- (c) Lightning and/or thunderbolt.
- (d) Explosion.

2. Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

3. Riot, Civil Commotion, Strikers and Locked out Workers

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

4. Malicious Persons

Malicious persons excluding **damage**:

- (a) caused by **you, your officers**, or an **employee**
- (b) caused by a **resident** to the portion of the **buildings** in which they reside

5. Earthquake

Earthquake.

6. Subterranean fire

Subterranean Fire.

7. Spontaneous Fermentation/Heating

Fire only, resulting from the **buildings'** own spontaneous fermentation or heating.

8. Storm or Flood

Storm or flood excluding **damage**:

- (a) attributable solely to change in the water-table level
- (b) caused by frost, subsidence, ground heave or landslide

9. Water Damage

Escape of water from or freezing of water in any fixed water installation.

10. Impact

Impact by any road vehicle or animal or train excluding **damage** by insects or pets.

11. Escape Of Oil

Escape of oil from a fixed oil-fired heating installation.

12. Breakage or Collapse of Communication Aerials

Breakage or collapse of communication aerial.

13. Theft

Theft or attempted theft excluding **damage**:

- a) by **you, your officers**, or an **employee**
- b) caused by a **resident** to the portion of the **buildings** in which they reside
- c) to contents of common parts and RESIDENTIAL CONTENTS unless there has been forcible and violent entry to or exit from the **buildings**.

14. Subsidence

Subsidence or ground heave of any part of the site on which the **buildings** stand, or landslip excluding **damage**:

- (a) to private garages, yards, forecourts, car parks, roads, pavements, posts, hardcourts, patios, terraces, walls, gates, fences, garden landscaping and paving, trees and plants unless there is **damage** to the other portions of the **buildings** at the same time
- (b) caused by or consisting of:
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- (c) caused by the movement of solid floor slabs unless the foundations beneath the external walls of the **buildings** are damaged at the same time and from the same cause
- (d) which originated prior to the inception of this cover
- (e) resulting from:
 - (i) demolition, construction, structural alteration or repair of any **property** or
 - (ii) groundworks or excavation at the **premises**.

15. Accidental Damage

Accidental **damage** excluding:

- (a) **damage due to** or excluded under any other Insured Peril whether shown as operative on the Policy Schedule or not
- (b) **damage due to** or consisting of:
 - i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water-table, faulty or defective design or materials
 - ii) faulty or defective workmanship, operational error or omission on **your** part or the part of any **officer, employee or resident**

but this will not exclude subsequent **damage** to **buildings** which itself results from a cause not otherwise excluded

- (c) **damage due to** or consisting of:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insects, marring or scratching
 - ii) change in temperature, colour, flavour, texture or finish
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates
- (d) **damage due to** disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- (e) **damage** to **buildings** or structures in course of construction or erection and materials or supplies connected with them
- (f) the cost of maintenance or routine decoration
- (g) **damage** to garden landscaping and paving, trees and plants

Exclusions

This Section does not cover:

1 Insured Perils Excess

The **excess** shown in the Schedule, applied separately to each loss at each separate **premises**

2 Pollution/Contamination

Damage due to pollution or contamination except:

- (i) where the pollution or contamination results from an Insured Peril other than Insured Perils 11, 14 and 15
- (ii) where an Insured Peril results from pollution or contamination other than Insured Perils 11, 14 and 15

3 Building Collapse/Cracking

Damage to:

or destruction of the **buildings** or any resulting consequential loss **due to** the structure's own collapse or cracking

4 Electrical Plant

Electrical plant, apparatus or fittings directly caused by its own over-running, short circuiting, excessive pressure or self-heating. This Exclusion does not apply to **damage** to any other part of the plant or appliances or other **property** caused by the spread of fire

5 Property More Specifically Insured

Property more specifically insured by **you** or on **your** behalf

6 Sonic Booms

Damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

7 Consequential Loss

Consequential loss of any kind or description

8 Terrorism

- a) in Northern Ireland, **damage** directly or indirectly occasioned by or happening through
 - i) riot, civil commotion and (except in respect of **damage** by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons
 - ii) **terrorism**
- b) in England and Wales and Scotland but not the adjacent territorial seas as defined by the Territorial Sea Act 1987 and the Channel Islands nor the Isle of Man, **damage** by fire or explosion directly or indirectly occasioned by or happening through **terrorism**.

In any action suit or other proceedings where **we** allege that by reason of this exclusion **damage** is not covered by this policy (or is covered only up to a specified limit of indemnity) the burden of proving that such **damage** is covered (or is covered beyond that limit of liability) is upon **you**.

Section 2

Property Owners Liability

Cover

We will **pay** damages and claimants' costs and expenses for which **you** are legally liable in respect of:

- 1 accidental **injury** to any person (other than an **employee**)
- 2 accidental **damage** to **property** which is neither owned by, nor in the custody or control of:
 - a) **you**
 - b) any of **your officers** or employees
 - c) any other party claiming indemnity
- 3 accidental **damage** to:
 - a) personal effects including motor vehicles and their contents belonging to **your** guests or any guests of **your officers** or employees whilst the personal effects are in **your** custody or control or the custody or control of your officers or employees
 - b) **buildings**, including their fixtures and fittings which **you** lease, hire or rent excluding:
 - i) **damage** to their contents
 - ii) liability which **you** have assumed solely because of a tenancy or other agreement
 - iii) the first £100 of each **claim** for **damage** unless the **damage** is caused by fire or explosion
- 4 wrongful arrest occurring during the Period of Insurance and within the **geographical limits** and caused:
 - in connection with the **business** in respect of the **premises**, or
 - by **goods**.

Extensions

We will also insure under the terms and covers applying to this Section:

1. Defective Premises Act

liability which **you** incur under Section 3 of the Defective **Premises** Act 1972 and Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 arising from **injury** or **damage** occurring within seven years from the cancellation or expiry of this Section of the Policy provided:

- (a) **we** will not **pay** for the cost of remedying any defect or alleged defect in any **premises**
- (b) **you** are not entitled to indemnity under any other policy
- (c) the **premises** were insured by this Policy before its cancellation or expiry.

2. Loading/Unloading

liability which **you** incur in respect of **injury** or **damage** to **property** during loading or unloading of any motor vehicle or the bringing to or taking away of a load from that vehicle, provided **you** are not entitled to indemnity under any other policy.

3. Data Protection Act

liability which **you** incur **due to damage** or distress under Section 22 or 23 of the Data Protection Act 1984 caused in connection with the **business**.

We will not pay:

- (a) if **you** have failed to register or have ceased to be registered under the Data Protection Act 1984 or have failed to comply with or are in contravention of a notice issued under Sections 10 or 12 of the Act
- (b) for **damage** or distress which is the intentional result of any deliberate act or omission
- (c) costs and expenses of rectifying, re-writing, or erasing data.

4. Extended Indemnity

liability which **you** and no other party incur for a pecuniary loss, cost or expense incurred by any party other than **you** or **your officers** or employees as a direct result of:

- (a) sudden, identifiable and unexpected escape or discharge of any substance or gas from any **premises**
- (b) stoppage of or interference with pedestrian, vehicular, rail, air or waterborne traffic
- (c) nuisance, trespass or interference with any right of air, light, water or way occurring within the **territorial limits** and caused in connection with the **business** other than by **goods**.

5. Tenants' Liability

We will also insure under the terms and covers applying to Section 2 provided **we** have accepted there is a valid **claim** and at **your** request any tenant of furnished accommodation let by **you** in respect of the liability of the tenant as occupier of such accommodation. **We** will not **pay** more than the Limit of Liability stated in the Schedule in respect of any one **claim**

Exclusions

1. **We** will not **pay** damages, costs and expenses incurred:
solely because of a contract or agreement
2. **We** will not **pay** damages, costs and expenses incurred **due to**:

Air and Watercraft

Any craft designed to float on or in, travel on or through, water or air, other than sailing craft and hand-propelled watercraft, or their components or **goods** installed in them

Vehicles

Any motor vehicle in circumstances requiring compulsory insurance or security under Road Traffic Law

Airside Risks

Ownership or operation of any aircraft landing or airside facility

Provision of Advice

Instruction, advice, direction, design, treatment or specification given by **you** or on **your** behalf for a fee

Pollution or Contamination

Pollution or contamination of **buildings** or other structures, water, land or the atmosphere not caused by a sudden identifiable and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. Where indemnity is provided this Section of the Policy will treat all pollution or contamination arising out of one incident as having occurred at the time of the incident

Goods

Goods which are **buildings** or land except as provided by Extension 1 – Defective **Premises Act**

Demolition, Erection and Alteration

Demolition, erection or structural alteration of, or addition to new or existing **buildings**

Recall, Removal, Repair

The recall, removal, repair, replacement or making of any refund in respect of **goods** or any resulting consequential loss

Other Business

Your pursuit or exercise of any trade, calling or profession other than the **business** described in the Schedule.

3. We will not pay:

DAMAGE to Goods Supplied

For **damage** to the **goods** which cause **injury**, or **damage** to **property**

Defective Work

The cost of rectifying defective work carried out by **you** or on **your** behalf

Liquidated Damages, Fines or Penalties

Liquidated damages, fines or penalties.

Limits of Liability

The Limits of Liability shown in the Schedule are **our** monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one **claim** except for:

- (a) claims **due to** the sale or supply of **goods**
- (b) claims for pollution or contamination
- (c) extended indemnity

where the Limits of Liability shown apply in the aggregate in any one Period of Insurance but in no circumstances will **we pay** more than £2,000,000 in respect of claims for pollution or contamination or extended indemnity **due to** incidents in any Period of Insurance.

Where **you** become liable to **pay** a sum above the Limits of Liability in respect of a **claim**, **we will pay** only the proportion of costs and expenses that the Limits of Liability bear to **your** total liability. The costs and expenses will not be proportionately reduced in respect of claims for **injury** to any **employee**.

Asbestos Exclusion

The indemnity provided by this section shall not apply to or include any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives.

Section 3

Employers Liability

Cover

We will **pay** damages and claimants' costs and expenses for which **you** are legally liable in respect of accidental **injury** to any **employee**, occurring during the Period of Insurance and within the **geographical limits** in the course of their employment or engagement in the **business**.

Extensions

We will also insure under the terms and covers applying to this Section:

1. INJURY to Partner or Proprietor

an **injury** to **you** or **your** partner in the same way we would treat an **injury** to an **employee**.

Provided that:

- (a) the **injury** occurs whilst **you** or **your** partner is engaged in connection with the **business**
- (b) the **injury** is caused by another partner or by an **employee** whilst engaged in connection with the **business**
- (c) **you** or **your** injured partner has a valid right of action against the party responsible for such **injury**.

Provision(s)

1. Employers Liability Recovery

You must repay to **us** all sums which **we pay** solely **due to** the provisions of any law relating to the compulsory insurance of liability to employees in the **territorial limits**.

Exclusions

We will not **pay** damages, costs and expenses incurred:

Motor Vehicles

due to injury:

to any **employee** when the **employee** is:

- (i) carried in or upon any motor vehicle
- (ii) entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security.

This exclusion does not apply to **injury** to any **employee** who at the time the **injury** occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided there is no other insurance covering the **injury**.

Others

Arising from:

- (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 work from scaffolding
- (iv) demolition, erection or structural alteration of or addition to new or existing **buildings**
- (v) **your** pursuit or exercise of any trade, calling or profession other than the **business** as described in the Schedule.

Limits of Liability

The Limits of Liability shown in the Schedule are **our** monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one **claim**.

Note: Please also see EXCLUSIONS which appear under the General Section of this Policy.

Please Note: Condition(s) and further Additional Cover, Provisions and Exclusions applicable to this Section are shown on the following pages.

Sections 2 and 3

Additional cover, extensions, provisions, condition(s) and exclusions

The following Additional Cover, Provisions, Condition(s) and Exclusions are applicable in addition to any indicated under Sections 2 and 3 individually.

Additional Cover

In addition to the total amount **we pay** for any **claim** which **we** have accepted as valid under Sections 2 and 3 **we** will also **pay**

1. Additional Costs and Fees

- (a) legal fees for representation at any Coroner's Inquest, fatal **injury** enquiry or proceedings in any Court of Summary Jurisdiction or similar court of enquiry in the country of jurisdiction
- (b) other costs and expenses which **you** incur with **our** written consent.

2. Compensation for Court Appearance

£100 per day whilst **you** or any of **your officers**, or £50 per day whilst any of **your** employees, attends a Court as a witness at **our** request in connection with a **claim** under this Section.

3. Legal Defence Costs

legal costs and expenses which **you** incur with **our** written consent or, at **your** request, which any of **your officers** or employees incur in the defence of a prosecution (including an appeal against a conviction) for an alleged or actual breach of the following legislation during the Period of Insurance in the course of the **business**:

- (a) the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- (b) Part II of the Consumer Protection Act 1987
- (c) The Food Safety Act 1990

we will not **pay** for:

- (i) proceedings brought outside the **territorial limits**
- (ii) costs, expenses or reimbursements arising in connection with:
 - any order made under Section 16, 17 or 35 of the Consumer Protection Act 1987
 - any order made under Section 9 or resulting from Regulations as to charges under Section 45 of the Food Safety Act 1990.

Extensions

We will also insure under the terms and covers applying to Sections 2 and 3 providing **we** have accepted there is a valid **claim**:

Other Person

1. at **your** request:
 - (a) any of **your officers** or employees:
 - i) where **you** would have been entitled to cover if the **claim** had been made against **you**
 - ii) in respect of private work carried out with **your** consent for an **officer** or **employee** by an **employee**
 - (b) any **officer**, member or **employee** of catering, social, sports and welfare organisations, security, ambulance, fire and first aid services
2. any **principal** but only to the extent required by **your** contract or agreement with them
3. the legal personal representative of any person who is entitled to cover under Sections 2 and/or 3 but only in respect of liability incurred by the person whom they are representing provided:
 - (i) any person entitled to cover under the terms of Sections 2 and/or 3 satisfies the terms and conditions of this Policy so far as they can apply
 - (ii) **we** have the sole conduct and control of any **claim**

Acquisitions

4. liability incurred by a subsidiary company which **you** founded or acquired after the inception date of this Policy provided:
- (a) **we** will be liable only for amounts in **excess** of the Limits of Liability of any valid Liability insurance effected by or on behalf of the subsidiary company
 - (b) **you** notify **us** of the foundation or acquisition of subsidiary companies as soon as reasonably practicable and within three calendar months of the date of their foundation or acquisition
 - (c) the **business** of such subsidiary companies is materially the same as the **business** stated in the Schedule

For the purposes of this cover a subsidiary company is a company registered in the **territorial limits** and conforming to the definition of a subsidiary company in the Companies Act 1985.

Cross Liabilities

Each party is entitled to indemnity under Sections 2 and/or 3 as though a separate policy had been issued to each of them. The total amount for which **we** will be liable to all such parties including **you** will not exceed in the aggregate the Limit of Liability shown in the Schedule.

Provisions

1. Adjustments

Where any premium is calculated on estimates **you** must declare to **us** any information required for the expired Period of Insurance and **pay** any additional premium.

2. Company Registration

We will only insure **you** under Sections 2 and/or 3 if **you** are registered in the **territorial limits**.

Condition(s)

1. Contribution

If at the time of any occurrence or **claim** there is any other insurance applicable to such occurrence or **claim** **we** will not be liable under Sections 2 and/or 3 of this Policy except to the extent of any **excess** beyond the amount payable under such other insurance had this Policy not been effected.

Exclusions

1. North America

We will not be liable under this Policy in respect of any liability **due to**:

- (a) any **goods** knowingly sold or supplied by **you** for delivery or use
- (b) any **claim** made or brought
- (c) **injury**, wrongful arrest or **damage to property** occurring in the United States of America or Canada.

2. Offshore Work

We will not **pay** any amount in respect of **injury** or **damage to property due to** work on, or visit or travel to or from any offshore structure by **you**, **your officers** or **your employees**, or any other party engaged by **you** or on **your** behalf.

Section 4

Directors' And Officers' Liability

We will pay on behalf of any Director or Officer such Financial Loss as arises from any claim first made against him or her either jointly or severally during the Period of Insurance by reason of any Wrongful Act.

Payment of Defence Costs will be made in accordance with and as specified in this Section

Definitions

For the purposes of this Section:

Defence Costs:

Defence Costs are part of Financial Loss and shall mean fees, costs, charges and expenses, other than remuneration payable to any Director or Officer or employees of you incurred with the written consent of us (such consent not to be unreasonably withheld) in the investigation, defence, adjustment, settlement or appeal of any claim or civil or criminal proceedings made or brought against any Director or Officer, and in the representation of any Director or Officer at any official examination, enquiry, investigation or other proceedings ordered or commissioned at the behest of a body legally empowered to investigate your affairs

Director or Officer shall mean:

1. any natural person presently or previously appointed or elected by you as a Director or Officer or subsequently appointed or elected during the Period of Insurance whilst acting in such capacity on behalf of the you and
2. the legal heirs or representatives of any Director or Officer with respect to Wrongful Acts committed prior to the death, incapacity, insolvency or bankruptcy of the Director or Officer provided that such legal heirs or representatives shall observe and be subject to the terms and conditions of this Section in so far as they can apply and
3. any employee of you who is named as a co-defendant with any Director or Officer.
4. Director or Officer shall not include any auditor, liquidator, administrator or receiver appointed by you

Financial Loss shall mean:

1. damages, judgments or settlements that any Director or Officer becomes legally liable to pay
2. Defence Costs in connection with any claim under this Section.

Limit of Liability

Limit of Liability as stated in the Schedule shall mean our maximum liability in the aggregate payable under this Section in any one Period of Insurance for all Financial Loss arising from all claims made against any Directors or Officers.

Policyholder

Policyholder shall mean the legal entity designated in the Schedule.

Proposal or Statement Of Fact

Proposal or Statement of Fact shall mean the proposal form/statement of fact and any attachments thereto and any supplements, statements or material supplied to us. In the event that this Section replaces a previous policy issued by us the Proposal/Statement of Fact shall mean the proposal form/statement of fact and any attachments thereto and any supplements, statements or material supplied to us at the commencement of the first period of insurance from which cover has been provided continuously by us, and any renewal declaration and attachments thereto and any supplements, statements or material supplied to us in connection with a renewal.

Subsidiary

Subsidiary shall mean:

1. any entity in which **you**
 - (i) hold directly or indirectly more than 50% of the voting rights, or
 - (ii) appoint a majority of the Board of Directors.
2. any previously owned entity which would at the time of the **Wrongful Act** have complied with the requirements of paragraph 7.1 and is not at the time of notification of any **claim** insured by any other valid and collectable policy.

Wrongful Act

Wrongful Act shall mean actual, alleged or attempted breach of duty, breach of trust, breach of contract, breach of warranty of authority, neglect, error misstatement, misleading statement, wrongful trading or any other wrongful acts or omissions committed or attempted by or allegedly committed or attempted by any **Director** or **Officer** whilst acting in this capacity on behalf of the **you** or solely by reason of holding such office on behalf of **you** but not whilst acting as a **director** or **officer** of an entity other than yourselves.

Period of Insurance

Period of Insurance is that period of time shown in the schedule to this policy including any extension thereto agreed in writing by **us** or within the extended reporting period as below.

Extended reporting period

1. In the event of non-renewal of this Section **you** will have the right upon payment of 50% of the premium stated in Item 4 of the Schedule to an extension of the **Period of Insurance** in respect of any **claim** or claims made against any **Director** or **Officer** during the 365 days after the expiry date of the **Period of Insurance** but only in respect of any **Wrongful Act** committed prior to the expiry date.
2. The right contained in Paragraph 1 shall terminate unless written notice of **your** intention to purchase the Extended Reporting Period is given to **us** within 30 days of the expiry date. The additional premium shall be paid promptly.

Defence costs and settlements

1. It shall be the duty of any **Director** or **Officer** against whom a **claim** is made to take all reasonable steps to defend such **claim** and not to do anything to prejudice the position of **us**.
2. **We** shall have no duty to defend any **claim** made against any **Director** or **Officer** but shall have the right to be provided with all such information concerning such **claim** as **we** shall reasonably require and shall be kept fully informed as to all matters relating to or concerning the investigation, defence and settlement of any such **claim** as may potentially be covered by this Section and shall have the right to receive copies of all relevant documentation relating thereto whensoever created.
3. No **Director** or **Officer** shall be required by **us** to contest any legal proceedings which may be brought against him or her unless a suitable legal advisor, mutually agreed upon by the **Director** or **Officer** and **us**, shall advise that the **claim** should be contested in which event the **Director** or **Officer** shall provide all such assistance to those persons representing them in the course of such legal proceedings or as may reasonably be necessary to contest such legal proceedings.
4. **We** will make payments of **Defence Costs** as and when such **Defence Costs** fall due. Any payments of **Defence Costs** which have been made by **us** shall be repaid to **us** by the person on whose behalf such payments have been made in the event and to the extent that it is established that such person had no entitlement to payment of **Financial Loss** under the terms and conditions of this Section. No **Defence Costs** shall be incurred and no legal representative shall be retained to defend any **Director** or **Officer** or to take any step in connection with any legal proceedings as may potentially be covered by this Section and no settlement of any such **claim** shall be made without the consent of **us**, such consent not to be unreasonably withheld.

5. In the event that a **claim** is made against **you** and any **Director** or **Officer** and/or any uninsured defendants and/or includes both **Financial Loss** which is covered and financial loss (including defence costs) which is not covered **we, you** and the **Director** or **Officer** shall use all reasonable endeavours to determine a fair allocation between **Financial Loss** which is covered and financial loss (including defence costs) which is not covered and between **you**, the **Director** or **Officer** and any uninsured defendants.
6. The payment will be made on behalf of:
 - (i) any **Director** or **Officer** except to the extent that such a **Director** or **Officer** is indemnified by **you**
 - (ii) **you** in respect of any indemnity payable to any **Director** or **Officer** which **you** are legally entitled or obliged to make

Acquisition of subsidiaries

You shall notify **us** in writing as soon as possible of the creation or acquisition of any Subsidiary.

1. **We** reserve the right to vary the terms of this Section following such notification.
2. This Section shall not apply in respect of claims arising from **Wrongful Acts** of any **Director** or **Officer** of any Subsidiary committed prior to its acquisition by **you** unless agreed by endorsement hereon.

Exclusions

We will not be liable under this Section to make any payment for **Financial Loss** in respect of any **claim** made against any **Director** or **Officer**:

1. arising from, based upon, attributable to or as a consequence of:
 - (a) any **Director** or **Officer** having gained in fact profit or advantage to which he or she had no legal entitlement
 - (b) any intentionally dishonest or fraudulent act or omission or any wilful violation of any statute, regulation or law by any **Director** or **Officer** if a judgment or other final decision establishes such an intentionally dishonest or fraudulent act or omission.

In respect of Exclusion 1 the **Wrongful Act** of any **Director** or **Officer** shall not be imputed to any other **Director** or **Officer** for the purposes of determining the availability of cover under this Section
2. arising from, based upon, attributable to or as a consequence of any litigation or any official examination, enquiry, investigation or other proceedings ordered or commissioned at the behest of a body legally empowered to investigate the affairs of **you** initiated prior to or pending at the date specified in the Policy Schedule or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation, official examination, enquiry, investigation or other proceedings
3. arising from, based upon, attributable to or as a consequence of circumstances prior to the **Period of Insurance** and which have been reported to any previous insurer
4. arising from, based upon, attributable to or as a consequence of any **Wrongful Act** committed outside the United Kingdom or in respect of any action brought outside the United Kingdom jurisdiction
5. arising from the infringement of obligations imposed by any statute, regulation or common law including but not limited to the Pensions Act, 1995 whilst acting in the capacity of trustee of any pension or superannuation scheme established or maintained by **you** for the benefit of its employees
6. for bodily **injury**, sickness, disease, death or emotional distress or other impairment of health of any person or for loss of or **damage** to or destruction of material **property** or loss of its use. Material **property** shall include information stored on computer.
- 7: for:
 - (a) taxes, fines or penalties imposed by law
 - (b) punitive or exemplary damages or the multiplied portion of any **damage** award other than exemplary damages awarded in an action for libel or slander

8. arising from, based upon, attributable to or as a consequence of:
- (a) the actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of pollutants or
 - (b) any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

'Pollutants' means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste and any other similar substance of any kind or nature whatsoever including electromagnetic fields. 'Waste' includes materials which are intended to be or have been recycled, reconditioned or reclaimed

Conditions

Claims Notification

You or any **Director** or **Officer** as a condition precedent to payment under this Section shall provide written notice to **us** as soon as is reasonably practicable of:

- (a) any **claim** made against any **Director** or **Officer**
- (b) notice from any person or entity of an intention to make such a **claim**.

The date of notification to **us** will be deemed to be the date upon which the resultant **claim** is first made under this Section.

Should a **Director** or **Officer** become aware of any circumstances which could give rise to a **claim** at a later date than written notice to **us** of such circumstances will be accepted as the date of notification of a **claim**. Such circumstances shall make reference to the **Wrongful Act** which may give rise to a **claim** and the material facts which give rise to the belief that a **claim** may be made.

Written notice shall include but not be limited to a description of the **claim** or circumstances, the nature of the alleged or potential **damage**, the names of the actual or potential claimants and the date and manner in which the **Director** or **Officer** first became aware of the **claim** or circumstances

Claims Series

When more than one **claim** arises from one **Wrongful Act** or a series of **Wrongful Acts** each connected causally with another or which shall be by any means interrelated or interconnected there shall be deemed to have arisen one **claim** alone notwithstanding the number of claims which may be asserted (a 'Claims Series') and each such **claim** shall be attributed to the **Period of Insurance** during which the first **claim** of any Claims Series has been asserted or made

Subrogation

Upon payment of any **claim** **we** shall assume all rights of recovery available to any **Director** or **Officer** or **you** and all reasonable assistance shall be rendered to **us** in the prosecution of such rights by such **Director** or **Officer** or **you**

Representations

In granting cover under this Section to any **Director** or **Officer** **we** have relied upon the declarations, statements and attachments to the **Proposal** or **Statement of Fact** for cover which shall be considered as incorporated in and constituting part of this Section.

The **Proposal** for cover shall be construed to be a separate application for cover for each **Director** or **Officer**. In respect of the declarations and statements contained in the proposal form, no statement in the proposal form or knowledge possessed by any **Director** or **Officer**, other than knowledge or information possessed by the **Director** or **Officer** actually signing the proposal form, shall be imputed to any other **Director** or **Officer** for the purpose of determining the availability of cover under this Section

Applicable Law

UK law allows both **you** and **us** to choose the law applicable to this Section. This Section will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man in relation to **your** address as shown in the schedule. If there is any dispute as to which law applies, it shall be English Law.

Arbitration

All disputes and differences arising under or in connection with this Section must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal must be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators must be people (including those who have retired) with not less than ten years experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The Tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

Section 5

Legal expenses for eviction of squatters

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

How to claim under this Section

Once the administrator has received details of **your claim** and the administrator has accepted it, the administrator will start to resolve **your** legal problem.

To make a **claim** under this Section, please write direct to the administrator with full details as soon as possible.

Send your claim to:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If you need help from us

You can phone the administrator any time on 0117 934 2111 for advice on any legal problem for the eviction of squatters.

Claims can also be e-mailed to newclaims@das.co.uk

When the administrator cannot help

Please do not ask for help from a solicitor before the administrator has agreed. If **you** do, **we** will not **pay** the costs involved.

Definitions

Administrator

DAS Legal Expenses Insurance Company Limited who administer and manage all claims on **our** behalf and to whom any notification of a **claim** must be addressed.

Representative

The lawyer or other suitably qualified person who has been appointed by the administrator 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 the administrator's agreement.

Territorial limits

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

We or us or our

Zurich Insurance Company

You or your

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

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 the administrator agrees to, in the **territorial limits**.

The administrator will help in appealing or defending an appeal as long as **you** tell the administrator within the time limits allowed. Before **we pay** the costs and expenses for appeals, the administrator 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 the administrator.

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 the administrator 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 the administrator's 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 the administrator or the representative have not agreed to, or where **you** do anything that hinders the administrator 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** or the administrator not otherwise dealt with under Condition 7.
- 11 Apart from the administrator, **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 the administrator asks for, in writing;
- e) give the administrator full details in writing of any **claim** as soon as possible and give the administrator any information they need.

2 a) The administrator can take over and conduct in **your** name, any **claim** or legal proceedings at any time.

The administrator can negotiate any **claim** on **your** behalf.

b) **You** are free to choose a representative (by sending the administrator suitably qualified person's name and address) if:

- i) the administrator agrees 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.

The administrator 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, the administrator is free to choose a representative.

d) Any representative will be appointed by the administrator to represent **you** according to the administrator's standard terms of appointment. The representative must co-operate fully with the administrator at all times.

e) The administrator will have direct contact with the representative.

f) **You** must co-operate fully with the administrator and the representative and must keep the administrator up to date with the progress of the **claim**.

g) **You** must give the representative any instructions that the administrator requires.

3 a) **You** must tell the administrator 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 the administrator asks 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 the administrator agrees to appoint another representative.

- 6 If **you** settle a **claim** or withdraw it without the agreement of the administrator, 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 the administrator disagree about the choice of representative, or about the handling of a **claim**, **you** and the administrator can choose another suitably qualified person to decide the matter. **You** and the administrator must both agree to the choice of this person in writing. Failing this, the administrator 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 The administrator may, at their discretion, require **you** to obtain, at **your** expense an opinion from a lawyer or other suitably qualified person chosen by **you** and the administrator, 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 the administrator has 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,

Section 6

Terrorism Extension

Notwithstanding anything contained in the Policy to the contrary in consideration of the payment of the Premium and its Insurance Premium Tax in respect of the Period of Insurance:

- A. In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of **Terrorism** (defined for the purpose of this Section as "any act or 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"), or in the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of **Terrorism** and that refusal is reversed by the decision of a validly constituted Tribunal, this section of the Policy shall provide cover for **DAMAGE** and/or CONSEQUENTIAL LOSS (if requested by the Insured) proximately caused by such Act of **Terrorism** provided that:
- 1) Such **DAMAGE** and/or CONSEQUENTIAL LOSS occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
 - 2) In any action suit or other proceedings where the Insurers allege that any **damage** or loss resulting from **damage** is not covered by this Certificate the burden of proving that such **damage** or loss is covered shall fall upon the Insured
 - 3) The insurance effected by this Section excludes any losses whatsoever:-
 - (a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - (b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** of the Insured or not, where such **damage** is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack; including consequential loss directly or indirectly caused by or arising from Virus or Sim Mechanism or Hacking or Denial of Service Attack.

Definitions

For the purposes of 3) (b) above the following special meanings shall apply:

"Virus or Similar Mechanism" means program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

"Hacking" means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the **property** of the Insured or not.

"Denial of Service Attack" means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks includes, but are not limited, to the generation of **excess** traffic into the network addresses, the exploitation of system or network weaknesses and the generation of **excess** or non- genuine traffic between and amongst networks

- 4) The insurance effected by this Section excludes:
 - (a) any type of **property** which has been specifically excluded in this Policy
 - (b) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Definitions

For the purpose of 4) (b) above the following special meanings shall apply

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

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

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

- 5) Save for the exclusions listed in section 3) and 4) above no other exclusions in the Policy shall apply to the insurance effected by part A. of this section. All the other terms definitions and conditions of the Policy (including but not limited to any **Excess** or Deductible to be borne by the Insured) shall apply to the insurance effected by part A of this section except for;
 - (a) any Long Term Undertaking applying to the Policy
 - (b) any terms in the Policy which provide for adjustments of premium based upon declarations on expiry on expiry or during Period of Insurance
 - (c) any extension of **Premises** to locations outside England and Wales and Scotland.
- B) In the event that Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of **Terrorism**, and such refusal is upheld by the decision of a validly constituted Tribunal, this Section of the Policy amends the insurance by the Policy as follows:
 - 1) The Exclusion in respect of **Terrorism** in the Policy shall not apply in respect of such event or occurrence providing such **DAMAGE** and/or CONSEQUENTIAL LOSS occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man save for 1) above the terms definitions exclusions provisions and conditions of the Policy shall apply.

General

Claims Conditions (Procedures and Requirements)

1 If there is **damage**, loss of RENT, accident, **injury** or other loss which may give rise to a **claim** you must:

Notification

- a) notify **us** immediately in writing
- b) notify the Police immediately if **damage** is caused by malicious persons, theft or unexplained loss

Full Details

- c) provide **us** with, at **your** expense:
 - i) full written information about the loss and any evidence or assistance **we** require including details of any other insurance covering the loss. If **damage** is caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances full information must be provided within seven days
 - ii) a statutory declaration of the truth of the **claim** and of any matters connected with it if **we** ask **you** to.

2. Summonses or Other Documents

You must notify **us** immediately of any writ, summons, process or other document. **You** must not negotiate, **pay**, settle, admit or repudiate liability or **claim** without **our** written consent.

3. Admission of Liability

No person is entitled to represent or admit liability or offer promise of payment on **our** behalf or on behalf of **you** or any person claiming indemnity under this Policy without **our** written consent.

4. Defence

We will be entitled to conduct the defence or settlement of any **claim** and to instruct solicitors of **our** choice to act for **you** in any civil or criminal proceedings arising from any event giving rise to the **claim**.

5. Our Rights

We may:

- a) enter any **premises** where **damage** has occurred and either take possession of any **property** insured or require it to be delivered to **us** and deal with it in any reasonable manner. **You** must not abandon any **property** to **us** whether **we** have taken possession of it or not
- b) take the benefit of **your** rights against another person before or after **we** have paid a **claim**
- c) at any time **pay**:
 - i) the Limit of Liability shown in the Schedule (after deduction of any amount already paid) or
 - ii) any lesser amount for which the **claim** can be settled.

We may then relinquish the conduct and control and be under no further liability for the **claim** except for the payment of costs or expenses incurred with **our** consent prior to the date of such payment.

6. Reinstatement/ Replacement of Property

If **we** decide to reinstate or replace any **property** **you** must at **your** own expense provide all such plans, documents, books and information as may be reasonably required. **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not be bound to expend in respect of any one item more than its Sum Insured or in total the Limit shown in the Schedule.

Notes

General Provisions which apply to whole policy

1. Policy Voidable

We have the option to void this Policy and not pay a claim if you or anyone acting for you or with your connivance:

- a) provide us with misleading information
- b) fail to let us know about any material fact
- c) make a claim knowing that it is in any way fraudulent
- d) wilfully cause any damage
- e) hinder or obstruct us or do not comply with our requirements in the exercise of our rights.

2. Alteration

Cover under this Policy will cease in the event of any alteration(s) which increase(s) the risk of damage, accident or injury or where your interest ceases (other than by will or operation of law) unless we agree such alteration in writing.

The Additional Cover under Section 1 RENT and/or alternative accommodation will not operate if the business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

3. Reasonable Precautions

You must:

- a) ensure all reasonable precautions are taken to prevent or minimise damage, accident, injury, financial loss or other loss
- b) make every effort to comply with any statutory requirements and other safety regulations imposed by any authority
- c) keep a complete set of accounts
- d) take up references before entrusting property to a new employee.

4. Subrogation

Any party claiming indemnity under this Policy must at our request and expense take and permit to be taken any necessary steps to enforce their rights against any other party in your name whether or not we have made a payment.

5. Value Added Tax

All claims under this Policy will exclude Value Added Tax to the extent that you are accountable to the Tax Authorities.

6. Cancellation

We may cancel this Policy by sending a Recorded Delivery letter to your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland).

We will give you the following notice:

- a) 7 days in the event of non-payment of an instalment premium on its due date
- b) 30 days in other circumstances

You may be entitled to a pro rata return of premium calculated from the date of cancellation.

7 Cancellation rights

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.

8 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method the policy remains an annual contract and the date of the payment and the amount of 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.

9 Contractual right of renewal (tacit)

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.

Exclusions which apply to the whole of the policy or to more than one section

This Policy does not cover:

The direct or indirect results of:

1 Radiation Risks

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

2 War, Invasion etc

- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by any Government or any public authority

3 Year 2000 Exclusion

- d) any payment for financial loss in respect of any **claim** arising from, based upon, attributable to or as a consequence of the failure of any computer or other equipment or system for processing storing or retrieving data, whether the **property** of you or not, and whether occurring before, during or after the year 2000 to
 - correctly to recognise any data as its true calendar date
 - to capture save or retain, and/or correctly to manipulate, interpret or process and data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
 - capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

Exclusions a), b), c) and d) do not apply to **injury** to any **employee**.

4 Terrorism

- a) This Policy does not cover **damage** to any **property** anywhere in the world or loss resulting from such **damage** arising from any act falling within sub-clause (b) below, the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- (b) An act falls within this sub-clause if it:-
- (1) involves serious violence against a person; and/or
 - (2) involves serious **damage** to **property**; and/or
 - (3) endangers a person's life, other than that of the person committing the act; and/or
 - (4) creates a serious risk to health and safety of the public or a section of the public; and/or
 - (5) is designed seriously to interfere with or seriously to disrupt an electronic system.
- (c) This Policy does not cover **damage** to any **property** anywhere in the world or loss resulting from such **damage** arising from any act or acts of any person or persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government which is in power by right or otherwise.
- (d) If **we** decide that by reason of this exclusion **damage** or loss resulting from such **damage** is not insured and **you** dispute **our** decision **you** must prove that this exclusion should not apply.

This Policy does not cover **damage** to any **property** in Northern Ireland or loss resulting from such **damage** arising from civil commotion.

Section 2 – **Property Owners Liability** does not cover any consequence, arising directly or indirectly from **terrorism**.

Section 3 – **Employers' Liability** – the limit of liability in respect of any one **claim** against or by **you** or series of claims against or by **you** arising directly or indirectly from **terrorism** shall be £5,000,000.

For the purposes of this clause "**terrorism**" means any act

- (1) involving serious violence against a person; and/or
- (2) involving serious **damage** to **property**; and/or
- (3) endangering a person's life, other than that of the person committing the act; and/or
- (4) creating a serious risk to health and safety of the public or a section of the public; and/or
- (5) designed seriously to interfere with or seriously to disrupt an electronic system the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government or to intimidate the public or a section of the public.

5 Computer Virus or Similar Mechanism or Hacking or Denial of Service Attack

- (1) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the **property** is insured or not where such **damage** is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.
- (2) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

But this shall not exclude **damage** or consequential loss which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

Definitions

For the purposes of this General Exclusion the following special meanings shall apply:

“Virus or Similar Mechanism” means program code programming instruction or any set of instructions intentionally constructed with the ability to **damage** interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

“Hacking” means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to **you** or not.

“Denial of Service Attack” means any actions or instructions constructed or generated with the ability to **damage** interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of **excess** traffic into network addresses the exploitation of system or network weaknesses and the generation of **excess** or non-genuine traffic between and amongst net command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

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 four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to **our** customers and seek to do what is right however sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint **we** will refer **your** complaint to **our** Customer Relations Team for a separate review.

The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on **our** behalf.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight 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 six 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 on 0845 080 1800 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 private individual
- a **business** with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

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

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

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 020 7892 7300.

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

Zurich Insurance Company

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