



# **Property Owner Policy**

# Introduction

This is Your Property Owners policy document

If **You** have any questions about these documents, please contact **Your** broker who will be pleased to help **You**

# Contents

## a guide to your policy

This policy booklet consists of individual sections. It should be read in conjunction with the schedule which indicates both the sections **You** are insured under and gives precise details of the extent of **Your** insurance protection

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# The contract of insurance

This policy has been arranged by Portus Underwriting on behalf of certain underwriters at Lloyd's, One Lime Street, London EC3M 7HA, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768

In return for payment of the premium shown in the schedule, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this insurance, in the manner and to the extent provided in this contract during the Period of Insurance

In deciding to accept this insurance and in setting the terms, **We** have relied on the information **You** have given Us. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete. If **You** do not provide Us with accurate and complete information **We** may be able to terminate this insurance policy or not pay any claim in whole or in part. Please refer to the section 'Your duty to disclose information' on page 27

This policy wording, the schedule and any endorsements are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole policy

This policy sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract and does not protect against every loss

This insurance relates only to those sections which are shown in the schedule as being included. It is important that:

**You** check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections **You** have requested;

**You** notify Us of any inaccuracies in the information contained in the schedule, or of any changes to that information

**You** take all reasonable steps to prevent loss, **Damage** or an accident and keep the Buildings in a good state of repair

Portus Underwriting is authorised to act as **Our** agent under the unique market reference number shown on the schedule when performing certain duties under this contract.

*Claire Harris*

Signed for and on behalf of the Insurers at Lloyd's

## Law Applicable

This contract is written in English and all communications about it will be in English. Unless **We** have agreed otherwise this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

## The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have

## General Data Protection Regulation

### Who We are

**We** are the Lloyd's underwriter(s) identified in this contract of insurance.

### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent us from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law

enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details **You** provide to us

Where **You** provide us or **Your** broker with details about other people, **You** must provide this notice to them.

#### **Want more details?**

For more information about how **We** use **Your** personal information, please see **Our** full privacy notice which is available on **Our** website (and in other formats on request): **www.axiscapital.com/who-We-are/about-axis/privacy-policy**

#### **Contacting us and Your rights**

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, please contact us at:

**Address: The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF**

**Email: [dpo@axiscapital.com](mailto:dpo@axiscapital.com)**

**Phone: 0207 877 3907**

#### **Financial Services Compensation Scheme**

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of Business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

# Policy definitions

Wherever the following words appear in bold in this insurance they will have the meanings shown below

## Accidental Damage

Physical Damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction

## Business

Activities directly connected with the Business specified in the schedule

## Building(s)

The structure of **The Premises** including

- a. interior decorations, landlords fixtures and fittings, **Contents** of common parts, telecommunications aerials, aerial fittings and masts, walls, gates, fences, yards, car parks, roads, pavements, outbuildings, underground pipes, cables and wires
- b. for blocks of flats and individual private dwellings only
  - i. patios, landscaped gardens, terraces, hedges, paths, drives, cess pits and septic tanks
  - ii. swimming pools, squash and tennis courts, gymnasia used by tenants for domestic and leisure purposes

belonging to **You** or for which **You** are responsible at **The Premises** specified in the schedule

Unless otherwise stated in The Property Risk Presentation the buildings are:

1. constructed of brick, stone or concrete
2. roofed with slates, tiles, concrete, metal or asbestos
3. heated by
  - i. low pressure hot water or steam
  - ii. oil fired space heaters fed from a fuel tank in the open
  - iii. overhead gas or electrical appliances
  - iv. gas or electric fires in offices only or as expressly varied in accordance with details provided to Us
4. occupied for the sole purpose of the **Business** and otherwise only as a private dwelling

## Contents

Carpets, domestic furniture and furnishings belonging to **You** or for which **You** are responsible at **The Premises**

Contents does not include **Your** fixtures and fittings or property belonging to **Your** Tenant(s)

## Declared Value

**Your** assessment of the cost of reinstatement of the property insured at the level of costs at the inception of the **Period of Insurance** providing allowance for:

- a. the additional cost of reinstatement to comply with the stipulations defined in
  - i. Act of Parliament
  - ii. Bye-Laws of any public authority
- b. professional fees
- c. debris removal costs

## Damage

Damage means loss of possession of, destruction of or Damage to physical property

## Estimated Gross Rentals

**Your** estimate of **Gross Rentals** for the financial year (proportionately increased where the **Maximum Indemnity Period** exceeds 12 months) most closely corresponding to the **Period of Insurance**

## Gross Rentals

Money paid or payable to **You** by tenants for rental of The Premises, and for the services provided in connection with the **Business** at The Premises

## Heave

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

## Indemnity Period

The period during which the Business results are affected due to the **Damage**, beginning with the date of the **Damage** and ending not later than the **Maximum Indemnity Period**

## Insured Territories

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands

## Landslip

Downward movement of sloping ground

## Liquidated Damages

Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made

### Maximum Indemnity Period

The number of months stated in the schedule

### The Premises

Premises means The Premises stated in the schedule

### Period of Insurance

The length of time covered by this insurance (as shown on the schedule) until cancelled. Each renewal represents the start of a new Period of Insurance

### Settlement

Downward movement as a result of the ground being compressed by the weight of the buildings within 10 years of construction

### Standard Gross Rentals

The **Gross Rentals** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Standard **Gross Rentals** may be adjusted to reflect any trends or circumstances which

- a. affect the Business before or after the **Damage**
- b. would have affected the Business had the **Damage** not occurred

The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the **Damage** not occurred

### Subsidence

Downward movement of the ground beneath the Buildings where the movement is unconnected with the weight of the Building

### Tenant(s)

Any person or people paying rent to **You** under a tenancy agreement

### Unoccupied

Where any area not being used for purpose for more than 30 days in a row

### We, Us, Our

The insurer named on the schedule, which is made up of the Lloyd's underwriters who have insured **You** under this contract. **You** can ask Us for the names of the underwriters and the share of the risk each has taken on

### You, Your, The Insured

The person or people named on the schedule, or the directors or partners of the Business named on the schedule

# Sections which comprise your policy

Section one: Buildings

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Section two: Contents

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Section three: Business interruption

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Section four: Liability

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# Section one: Buildings

## The schedule will show if this cover applies

The excess amount or amounts shown in **Your** policy or the schedule which **We** will deduct from each and every claim at each separate location and will be deducted after the application of average

**You** will repay any such amount paid by **Us**

## Loss or Damage to your Buildings during the Period of Insurance caused by the following events:

1. **Fire and smoke**
2. **Earthquake**
3. **Explosion**
4. **Lightning**
5. **Aircraft and other flying objects or anything dropped from them**
6. **Riot, civil commotion, strikes and labour or political disturbances**

Excluding:

- loss or **Damage** to any **Unoccupied** area

7. **Impact**

Excluding:

- loss or **Damage** caused by pets
- loss or **Damage** caused to
  - paths or drives by the weight of any vehicle;

or

- roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway)

8. **Theft or attempted theft**

Excluding:

- loss or **Damage**
  - to any **Unoccupied** area

or

- caused by **You**, **Your** employees or **Your Tenant(s)**

9. **Malicious acts or vandalism**

Excluding:

- loss or **Damage**:
  - to any **Unoccupied** area

or

caused by **You** or **Your** employees

10. **Flood**

Excluding:

- loss or **Damage** caused by:
  - frost
  - **Subsidence, Heave or Landslip** other than as covered under number 13 of section one

or

- rising ground water levels

- loss or **Damage** to:

- fixed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, hedges, fences and gates

or

- movable **Contents** in the open

11. **Storm**

Excluding:

- loss or **Damage** caused by:
  - frost
  - **Subsidence, Heave or Landslip** other than as covered under number 13 of section one

or

- rising ground water levels

- loss or **Damage** to:

- fixed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, hedges, fences and gates

or

- movable **Contents** in the open

12. **Escape of water or oil from a fixed appliance**

Excluding:

- loss or **Damage** to **Unoccupied** areas
- loss or **Damage** caused by:
  - **Subsidence, Heave or Landslip** other than as covered under number 13 of section one
  - faulty workmanship
  - chemicals or a chemical reaction

- loss or **Damage**:

- to the fixed appliance
- to the installation itself

or

- if the installation is outdoors or in an outbuilding, unless the installation is connected to a heating boiler

protected by a frost-stat device

### 13. Subsidence or Heave of the site on which Your Buildings stand, or Landslip

Excluding:

- loss or **Damage** caused by:
  - coastal or river erosion
  - normal **Settlement** and/or general deterioration of the **Building**
  - newly made up (surfaced) ground settling
  - faulty design, workmanship or materials
  - construction work or repairing, demolishing or altering **Your Buildings**
  - the action of chemicals on or the reaction of chemicals with any materials which form part of **Your Buildings**
- loss or **Damage** to:
  - fixed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, outbuildings, unless the **Building** is damaged at the same time and by the same cause
  - solid floor slabs or **Damage** resulting from them moving, unless the foundations beneath the supporting walls of the **Building** are damaged at the same time and by the same cause
  - **Your Buildings** if the loss or **Damage** is covered by law or the National House Building Council Scheme, or other similar guarantee

### 14. Accidental Damage

Excluding:

- **Damage** to any **Unoccupied** area
- **Damage** caused by chewing, tearing, scratching or fouling by pets or vermin
- **Damage** which is specifically excluded elsewhere in section one: **Buildings**

## Extra benefits included with buildings

### Residential loss of rent and alternative accommodation

If an insured private residence cannot be lived in or if access to it is denied as a result of loss or **Damage** covered by an insured event under section one: **Buildings** which results in an admitted claim **We** will pay **You** for each dwelling either:

1. loss of rent, including ground rent and management

charges, **You** should have received but have lost

or

- a. the cost of necessary alternative accommodation incurred by any owner or lessee if this is necessary
  - b. the cost of necessary accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee in residence, where such pets are not permitted in any alternative accommodation
2. temporary storage of **Your** furniture

**You** may only claim this benefit under one section of this document

Excluding:

- any amount exceeding 20% of the sum insured for **Buildings** for any one claim unless stated as different in **Your** policy schedule
- loss of rent:
  - if the private residence was **Unoccupied** immediately before The Insured event
- rent which is unpaid at the time of the loss or **Damage**

### Contracting purchasers interest

If **You** sell the **Building**, from the date **You** exchange contracts, **We** will give the buyer the benefit of section one: **Buildings** until the sale is completed, as long as this is within the **Period of Insurance**

Excluding:

- any claim for loss or **Damage** to **Your Buildings** if the buyer is insured under any other insurance

### Metered utilities

Accidental leakage or unauthorised use of metered utilities caused by an insured event which results in an admitted claim

Up to £50,000 in any **Period of Insurance** for charges **You** have to pay to **Your** utility provider

**You** may only claim this benefit under one section of this document

Excluding:

- the first £100 of every claim

### Accidental Damage to underground cables, pipes and tank

**We** will pay for **Accidental Damage** to underground cables, pipes

and tanks serving The Insured private residence for which **You** are legally responsible

Excluding:

- the first £100 of every claim
- the cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks
- **Damage** caused by **Subsidence** or **Heave** of the land, or **Landslip** other than as covered under number 13 of section one
- loss or **Damage** caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material
- delamination of pitch fibre pipes

#### **Emergency access**

Loss or **Damage** to the **Buildings** caused by a member of the emergency services breaking into the **Building**:

- to rescue **You**, **Your** employees or **Tenant(s)**
- to deal with a medical emergency

or

- to prevent **Damage** to the **Building**

Excluding:

- the most **We** will pay is £10,000

#### **Trace and access**

Costs and expenses incurred with **Our** consent

1. in locating the actual source of **Damage**  
  
and
2. for repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **Damage** is insured

Excluding:

**We** will not cover **You** for costs or expenses incurred where **Damage** results solely from a change in the water table level

The maximum **We** will pay in respect of any one claim is £5,000 and £25,000 within the **Period of Insurance**

#### **Drains**

The Sum Insured for each **Buildings** extends to include an amount necessarily incurred by **You**, and which **We** agree to for cleaning and/or clearing of:

1. drains

2. sewers

3. gutters

for which **You** are responsible, following loss or **Damage** insured by this section which results in an admitted claim

#### **Risk protection equipment replacement costs**

**We** will cover **You** in respect of necessary costs and expenses incurred in refilling, recharging or replacing any:

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

and having any fire and/or intruder alarms and closed circuit television equipment re-set as a result of loss or **Damage** as insured under this section which results in an admitted claim

Excluding:

**We** will not cover **You** in respect of any costs and expenses recoverable from the maintenance company or fire service

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

### Changing locks

**We** will cover **You** in respect of the cost of changing locks at **The Premises** following loss of keys by theft or attempted theft from:

1. **The Premises**
2. **Your** home
3. **Your** director's homes
4. **Your** authorised employee's home

or while in **Your** custody or that of an employee following theft involving violence or threat of violence to **You** or an employee

Excluding:

The maximum **We** will pay for any one loss is £2,500

### Gardening equipment

**We** will cover **You** in respect of loss or **Damage** to gardening equipment owned by **You** and used in connection with the **Business** at **The Premises**

The maximum **We** will pay in respect of any one claim is £2,000

### Capital additions

**We** will cover **You** in respect of loss destruction or **Damage** to:

1. any newly built and/or newly acquired **Building**
2. alterations, additions and improvements to an insured **Building** but not in respect of any appreciation in value situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that you provide us with the details of such building within 45 days of acquisition or alteration, to effect specific insurance on that building and pay such additional premium which may be required from the date of acquisition or alteration.

The maximum **We** will pay in respect of any one location under this clause is

£500,000 in respect of any newly built and/ or newly acquired **Building**

£250,000 in respect of alterations, additions and improvements to the **Building**

### Glass

Where **Buildings** are insured under this section, cover includes

1. breakage (including the cost of boarding up) of fixed glass at **The Premises**, including
  - i. the cost of removing and reinstating obstructions to replacing glass
  - ii. the cost of replacing alarm foil, lettering, painting,

embossing, silvering, or other ornamental work on glass

2. breakage of fixed
  - i. washhand basins, pedestal, baths, sinks
  - ii. lavatory bowls, bidets, cisterns
  - iii. showertrays, splashbacks

at **The Premises**

Excluding:

**We** will not cover **You** in respect of

1. breakage of glass
  - i. in any **Unoccupied** area
  - ii. in transit or while being fitted
  - iii. by workmen carrying out alterations or repairs to **The Premises**
2. the excess stated in the schedule

### Removal of wasp and bee nests

**We** will cover **You** in respect, of removing wasp or bee nests from **Buildings**

Excluding:

**We** will not pay for the cost of removing nests already in **Buildings** prior to the start of the **Period of Insurance**

The maximum **We** will pay in respect of any one claim is £500

### Temporary removal for cleaning or renovation

**We** will cover **You** in respect of **Damage** insured by this section other than to stock and materials in trade, while temporarily removed for cleaning, renovation or repair or similar purposes

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

Excluding:

The maximum **We** will pay is 10% of the item sum insured after the deduction of the value of any **Building** and stock and materials in trade included within the Item insured

**We** will not cover **You** in respect of

1. property insured elsewhere
2. **Damage** occurring elsewhere than at the **Building** to motor

- vehicles or motor chassis licensed for normal road use
- property removed for more than 90 consecutive days unless **We** agree a longer period in writing

### Damage to grounds

**We** will cover **You** in respect of necessary costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to **You** or for which **You** are responsible, following loss or **Damage** at the **Building** which is covered under section one and results in an admitted claim

**We** will not cover **You** in respect of

- the cost of moving soil other than as necessary for surface preparation
- the failure of trees, shrubs, plants or turf to become established
- the failure of seeds to germinate
- loss or **Damage** caused by disease, infection or application of chemicals

The maximum **We** will pay in respect of any one claim is £10,000

### Tree Felling and Lopping

**We** will cover **You** in respect of necessary costs and expenses necessarily incurred in removing or lopping trees which are an immediate threat to the safety of life or of **Damage** to the **Building** insured.

Excluding:

**We** will not cover **You** in respect of:

- legal or local authority costs involved in removing trees
- costs incurred solely to comply with a Preservation Order

The maximum **We** will pay in respect of any one claim is £10,000

### 1. Other Interests

Subject to **Your** consent, the interest of all parties who wish to register an interest in the cover by this section will be noted provided that all such interests are notified to **Us** within 30 days of any loss or **Damage**

### Professional Fees

The sum insured for each Building or blocks of described in the schedule, includes an amount for professional fees necessarily incurred in reinstating or repairing the **Building** insured, following loss or **Damage** insured by this section which results in an admitted claim

Excluding:

**We** will not cover **You** in respect of fees

- more specifically insured
- incurred in preparing a claim

### Value Added Tax

The insurance by this section extends to include Value Added Tax paid by **You** (including 'self-supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that

- Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** following loss or **Damage**
  - We** have paid or have agreed to pay for such loss or **Damage**
  - if any payment by **Us** in respect of the reinstatement or repair of such loss or **Damage** is less than the actual cost of reinstatement or repair, any payment under this clause resulting from that loss or **Damage** will be reduced in like proportion
- Your** liability for such tax does not arise from the replacement **Building** having greater floor area than or being better or more extensive than the destroyed or damaged **Building**
- where an option to reinstate on another site is exercised, **Our** liability under this clause will not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site

Excluding:

**Our** liability under this clause will not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax

## Settling claims

We will decide whether to pay the cost of repairing or replacing the part of **Your Building** damaged or destroyed if:

- the **Declared Value** is enough to pay to rebuild **Your Building**
- the repair or rebuilding is carried out without delay after **We** give **Our** approval (other than emergency repairs, which should be carried out as soon as practicable)

and

- **Your Building** is in a good state of repair at the time of loss

If the loss or **Damage** to **Your Building** is not repaired or replaced as **We** have explained above, **We** will then decide to pay either:

- the cost of repairing or replacing the **Damage**, less a deduction for wear and tear

or

- the difference between the market value of the **Building** immediately before the **Damage** and its value after the **Damage**

We will pay the cost of replacement, repair or modification of undamaged parts of a **Building** that form part of a matching set of articles or suite of common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part

## Sum insured

The most **We** will pay under section one: **Buildings** is the sum insured for **Buildings** shown on the schedule

## Under-insurance

If at the time of any loss or **Damage** the cost of rebuilding the whole of **Your Building**, in a new condition similar in size, shape and form, is more than the 115% of the **Declared Value** for the **Building** **We** will pay only for the loss or **Damage** in the same proportion. For example, if the **Declared Value** for **Buildings** only covers two-thirds of the cost of rebuilding **Your Building**, **We** will only pay two-thirds of the claim

## Maintaining the Declared Value

After **We** have settled a claim, **We** will maintain the sum insured for **Buildings**, as long as **You** and **Your Tenant(s)** take any reasonable measures **We** suggest to prevent any further loss or **Damage** (**We** will not charge any extra premium for maintaining the sum insured for **Buildings**)

## Non-invalidation

The insurance will not be invalidated by any

1. act  
or
2. omission  
or
3. alteration

either unknown to **You** or beyond **Your** control which increases the risk of loss or **Damage**

However, **You** must

- a. notify **Us** without delay when **You** become aware of any such act, omission or alteration

and

- b. pay any additional premium required

## Subrogation waiver

In the event of a claim, **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against

1. any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the loss or **Damage**
2. any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the loss or **Damage**
3. any of **Your Tenant(s)** provided that
  - a. the **Tenant** or lessee contributes to the cost of insuring the **Building** insured against the event which caused the loss or **Damage**
  - b. the loss or **Damage** did not result from a breach of the terms of the lease by the **Tenant** or lessee
  - c. the loss or **Damage** did not result from a criminal, fraudulent or malicious act of the **Tenant** or lessee

## Index linking

The sum insured for **Buildings** will be index linked. This means that the declared value will be adjusted in line with the changes in the **Building** cost index produced by the Royal Institution of Chartered Surveyors

If **You** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **You** take reasonable action for the repair or rebuilding to be carried out without delay

**We** will not make a charge for index linking during the **Period of Insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured

# Section two: Contents

## The schedule will show if this cover applies

Loss or **Damage** to **Your Contents** during the **Period of Insurance** caused by the following events:

The excess amount or amounts shown in **Your** policy or the schedule which **We** will deduct from each and every claim at each separate location and will be deducted after the application of average

**You** will repay any such amount paid by **Us**

- 1. Fire and smoke**
- 2. Earthquake**
- 3. Explosion**
- 4. Lightning**
- 5. Aircraft and other flying objects or anything dropped from them**
- 6. Riot, civil commotion, strikes and labour or political disturbances**

Excluding:

- loss or **Damage** to any **Unoccupied** area

## **7. Impact**

Excluding:

- loss or **Damage** caused by pets

## **8. Theft or attempted theft**

Excluding:

- loss or **Damage**:
  - to any **Unoccupied** area

or

- caused by **You**, **Your** employees or **Your Tenant(s)**

## **9. Malicious acts or vandalism**

Excluding:

- loss or **Damage**:
  - to any **Unoccupied** area
  - caused by **You** or **Your** employees

## **10. Flood**

Excluding:

- loss or **Damage** caused by:
  - frost
  - **Subsidence, Heave** or **Landslip** other than as covered

under number 13 of section two

or

- rising ground water levels

- loss or **Damage** to:

- movable **Contents** in the open

## **11. Escape of water or oil from a fixed appliance**

Excluding:

- loss or **Damage** to any **Unoccupied** areas
- loss or **Damage** caused by:
  - **Subsidence, Heave** or **Landslip** other than as covered under number 13 of section two
  - faulty workmanship
  - chemicals or a chemical reaction
- loss or **Damage**:
  - to the fixed appliance
  - to the installation itself

or

- if the installation is outdoors or in an outbuilding, unless the installation is connected to a heating boiler protected by a frost-stat device

## **12. Storm**

Excluding:

- loss or **Damage** caused by:
  - frost
  - **Subsidence, Heave** or **Landslip** other than as covered under number 13 of section two

or

- rising ground water levels

- loss or **Damage** to:
  - movable **Contents** in the open

## **13. Subsidence or Heave of the site on which Your Buildings stand, or Landslip**

Excluding:

- loss or **Damage** caused by:
  - coastal or river erosion

- normal **Settlement**
- newly made up (surfaced) ground settling
- faulty design, workmanship or materials
- construction work or repairing, demolishing or altering  
**Your Buildings**

or

- solid floors moving, unless the foundations beneath the supporting walls of the **Building** are damaged at the same time and by the same cause

#### **14. Accidental Damage**

Excluding:

- **Damage** while **Unoccupied**
- **Damage** caused by chewing, tearing, scratching or fouling by pets or vermin
- **Damage** which is specifically excluded elsewhere in section two: **Contents**

#### **15. Metered utilities**

- accidental leakage or unauthorised use of metered utilities caused by an insured event under section two which results in an admitted claim
- up to £50,000 in any **Period of Insurance** for charges **You** have to pay to **Your** utility provider
- **You** may only claim this benefit under one section of this document

Excluding:

- the first £100 of every claim



## Settling claims

Basis of settling claims

For any item of **Contents** that is lost or damaged **We** will at **Our** option –

- replace or repair the item or part as new

or

- pay the cost of replacing or repairing the item or part as new

or

- if **We** can repair or replace the item or part but agree to **your** request to make a cash payment instead it will not be more than the amount it would have cost **Us** to replace or repair the item using **Our** own suppliers

or

- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the - sum insured is adequate

**We** will take off an amount for wear and tear for household linen

**We** will not pay the cost of replacement, repair or modification of undamaged parts of **Contents** that form part of a matching set of articles or suite of common design or function where the loss or **Damage** is restricted to a clearly identifiable area or to a specific part

### Sum insured

The most **We** will pay under section two: **Contents** is the sum insured for **Contents** shown on the schedule, plus any index linking

### Under-insurance

If at the time of loss or **Damage** the full cost of replacing **Your Contents** as new is more than - 85% of the sum insured **You** will have to pay a share of the claim. For example, if the sum insured for **Contents** only covers two-thirds of the replacement value of **Your Contents**, **We** will only pay two-thirds of the claim

### Maintaining the sum insured

After **We** have settled a claim, **We** will maintain the sum insured for **Contents**, as long as **You** and **Your Tenant(s)** take any reasonable measures **We** suggest to prevent any further loss or **Damage**. (**We** will not charge any extra premium for maintaining the sum insured for **Contents**)

### Index linking

The sum insured will be index linked. This means that the **Declared Value** will be adjusted in line with changes in the

National Statistics Retail Price Index

If **You** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **You** take reasonable action for the repair or replacement to be carried out without delay

**We** will not make a charge for index linking during the **Period of Insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured

### Non-invalidation

The insurance will not be invalidated by any

1. act

or

2. omission

or

3. alteration

either unknown to **You** or beyond **Your** control which increases the risk of loss or **Damage**

However, **You** must

- a. notify **Us** without delay when **You** become aware of any such act, omission or alteration

and

- b. pay any additional premium required

# Section three: Business interruption

## The schedule will show if this cover applies

### What is covered

If during the **Indemnity Period** there is interruption or interference to the **Business** as a result of **Damage** to any **Building** insured under section one: **Buildings** which is caused by an insured event listed below **We** will cover **You** for the **Standard Gross Rentals** lost as a result of such **Damage** provided that:

The **Damage** commences during the **Period of Insurance**

The **Damage** is not excluded under any insured section of the policy or under the general exclusions of this policy

There is a valid and accepted claim under section one: **Buildings**

The maximum **We** will pay in respect of any one claim is the 'Estimated Rent Receivable' as stated on **Your** schedule

### Insured event(s)

1. **Fire and smoke**
2. **Earthquake**
3. **Explosion**
4. **Lightning**
5. **Aircraft and other flying objects or anything dropped from them**
6. **Riot, civil commotion, strikes and labour or political disturbances**
7. **Impact**
8. **Theft or attempted theft**
9. **Malicious acts or vandalism**
10. **Flood**
11. **Storm**
12. **Escape of water or oil from a fixed appliance**
13. **Subsidence or Heave of the site on which Your Buildings stand or Landslip**
14. **Accidental Damage**

### Extra benefits included with section three: Business interruption

**We** will also cover the following:

#### Additional Gross Rentals

**We** will cover **You** in respect of **Damage** to any newly acquired or newly erected **Building** and/or any alteration or improvement to a **Building** anywhere in England, Wales, Scotland, Northern

Ireland, the Channel Islands or the Isle of Man resulting in loss of **Standard Gross Rentals** as insured by this section

**You** must provide **Us** with details of the additional **Gross Rentals** as soon as possible but at least every six months and pay the appropriate additional premium

Excluding:

The maximum **We** will pay in respect of any one premises is £250,000

**We** will not cover **You** in respect of

- i. any **Building** more specifically insured
- ii. any appreciation in value

#### Contracting purchaser's interest

Between **You** contracting to sell **Your** interest in any of **The Premises** and the completion of the purchase by a third party, if **Damage** occurs which is not otherwise insured by the third party, on completion the third party will be entitled to benefit under this section without prejudice to the rights and liabilities of **You** or **Us**

#### Loss of investment income on late payment of Gross Rentals

If as a result of **Damage** **We** are covering **You** in respect of loss of **Standard Gross Rentals** and the payment by **Us** to **You** is made later than the date on which **You** would normally have expected to receive rent from a lessee, **We** will pay a further amount representing the investment interest lost to **You** during the delay period. (Investment interest will be calculated using the bank interest rate applicable at the time)

#### Managing agents premises

**We** will cover **You** in respect of **Damage** to **Your** property held at **Your** managing agents' premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

For the purpose of this clause only, premises include any premises occupied by **Your** managing agents for the purposes of their **Business**

#### Prevention of access

**We** will cover **You** in respect of **Damage** to property in the vicinity of **The Premises** which prevents or hinders use of or access to **The Premises** whether **The Premises** have been damaged or not

#### Action by the police authority

**We** will cover **You** in respect of loss resulting from interruption or interference with the **Business** as a result of prevention of access to **The Premises** by the police authority due to a danger

or disturbance in the vicinity of **The Premises**

Excluding:

**We** will not cover **You** for any interruption or interference lasting less than 12 hours

The maximum **We** will pay is £100,000 in respect of the total of all losses occurring during the **Period of Insurance**, unless otherwise stated in the schedule

### Full failure metered utilities

**We** will cover **You** in respect of loss resulting from interruption or interference with the **Business** as a result of accidental failure of **Your** supply of electricity at the terminal ends of **Your** suppliers feed to **The Premises**

Excluding:

**We** will not cover **You** in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

The maximum **We** will pay is £50,000 in respect of any one loss, unless otherwise stated in the schedule

### Telecommunications

**We** will cover **You** in respect of loss resulting from interruption or interference with the **Business** as a result of accidental failure of the public supply of the telecommunications services at the incoming line terminals or receivers at **The Premises**

**We** will not cover **You** in respect of any accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** to equipment caused by such conditions
5. other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
6. caused by failure of any satellite
7. lasting less than 24 consecutive hours

The maximum **We** will pay in respect of the total of all losses occurring during the **Period of Insurance**

a. £100,000

or

b. 15% of the sum insured

whichever is the lower, unless otherwise stated in the schedule

### Murder or suicide

**We** will cover **You** in respect of loss resulting from interruption or interference with the **Business** as a result of any occurrence of murder or suicide at **The Premises**

the period during which the results of the **Business** are affected due to the occurrence or discovery starting from the date of the occurrence or discovery and ending not later than the **Maximum Indemnity Period** stated in the schedule

Excluding:

The maximum **We** will pay in respect of the total of all losses occurring during the **Period of Insurance**

a. £100,000

or

b. 15% of the sum insured

### Legionella

**We** will cover **You** in respect of loss resulting from interruption or interference with the **Business** as a result of any outbreak of legionellosis at **The Premises** causing restrictions on the use of **The Premises** on the order or advice of the competent authority

Excluding:

**Maximum Indemnity Period** 3 months

The maximum **We** will pay in respect of the total of all losses occurring during the **Period of Insurance**

a. £100,000

or

b. 15% of the sum insured

whichever is the lower, unless otherwise stated in the schedule

## Settling claims

The insurance on **Gross Rentals** is limited to loss due to:

- a. loss of **Gross Rentals**

**We** will pay

in respect of **Gross Rentals** the amount by which, due to the **Damage**, the **Standard Gross Rentals** exceed the **Gross Rentals** during the **Indemnity Period**

less any savings during the **Indemnity Period** in **Business** charges or expenses, payable out of **Gross Rentals**, which reduce or cease due to the **Damage**

## Automatic reinstatement

Estimated amounts and **declared values** insured stated in the schedule will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary. However, **You** must pay the additional premium required to reinstate the estimated amounts and/or **declared values**

## Renewal

**You** will supply, prior to each renewal, the **Estimated Gross Rentals** for the financial year most closely corresponding to the following **Period of Insurance**

## Non-invalidating

The insurance will not be invalidated by any

1. act
- or
2. omission
- or
3. alteration

either unknown to **You** or beyond **Your** control which increases the risk of **Damage**

However, **You** must

- a. notify **Us** without delay when **You** become aware of any such act, omission or alteration

and

- b. pay any additional premium required

## Subrogation waiver

In the event of a claim, **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against

1. any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of **Damage** any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of **Damage**
2. any **Tenant of Yours** provided that
  - a. the **Tenant** or lessee contributes to the cost of insuring the **Building** insured against the event which caused the **Damage**
  - b. the **Damage** did not result from a breach of the terms of the lease by the **Tenant** or lessee
  - c. the **Damage** did not result from a criminal, fraudulent or malicious act of the **Tenant** or lessee

# Section four: Liability

Where section one: **Buildings** and/or section two: **Contents** is shown as covered in the schedule, the insurance will include **Your** liability as owner of the **Building**

For the purpose of this section, bodily injury will include death and disease unless specifically excluded elsewhere.

**We** will cover **You** against

1. legal liability to pay compensation

and

2. costs and expenses

in respect of accidental

- a. personal injury
- b. **Damage** to property
- c. obstruction, trespass, nuisance, interference with any right of way, air, light or water

which arises in connection with the **Business** and which happens during the **Period of Insurance** and within **The Insured Territories**

Excluding:

**You** are not covered for liability arising:

- other than relating to the **Business** from any agreement or contract unless **You** would have been legally liable anyway
- from criminal acts
- as a result of an assault, alleged assault or a deliberate or malicious act
- where **You** are entitled to cover from another source
- from any infectious disease or condition
- from **You**, **Your** employees or **Your Tenant(s)** owning or using any:
  - from any power-operated lift
  - from any electrically, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use)
  - from any aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes)
- from **You**, **Your** employees or **Your Tenant(s)** owning or using any:
  - caravans or trailers

- animals other than **Your** pets
- animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)

or

- dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation

• **You** are not covered for liability arising from the following

- **Liquidated Damages**  
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made
- **Punitive or exemplary Damages**  
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to
- **Aggravated Damages**  
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed
- **Multiplying compensatory Damages**  
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment

## Defective premises

**We** will insure **Your** liability under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which **You** owned, for accidents happening in and around that private residence which result in:

- bodily injury to any person other than **You** or **Your** employees

or

- loss or **Damage** to property which **You** or **Your** employees do not own or have legal responsibility for

### Legal expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will insure **You** liability in respect of

1. legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
2. costs of prosecution awarded against **You**

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990

Excluding:

**You** are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or the **Building** was sold
- from any cause for which **You** or **Your** employees workforce are entitled to cover under another source
- from the cost of correcting any fault or alleged fault

or

- where a more recent insurance covers the liability

We will not provide cover

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **Insured Territories** and in connection with the **Business**
2. in respect of proceedings which result from any deliberate act or omission by **You**
3. where cover is provided by another insurance policy

### Contractual liability

We will cover The Insured against liability in respect of accidental bodily injury or **Damage** to property imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is assigned to **Us**

We will not provide cover in respect of any agreement for or including the performance of work outside the **Insured Territories**

The total amount payable will not exceed in total the limit of indemnity stated in the schedule regardless of the number of parties claiming

### Cross liabilities

We will cover each party named as The Insured in the schedule as if a separate policy had been issued to each provided that the

total amount payable in respect of all such parties does not in total exceed the maximum Indemnity Limit in the schedule or any other limit.

### Data Protection Act 2018

We will cover The Insured in respect of

1. legal fees and defence costs
2. legal liability for compensation to an individual

who is the subject of personal data The Insured holds and who suffers **Damage** or distress caused by

- i. inaccuracy of data
- ii. loss of the data
- iii. unauthorised destruction or disclosure of the data
- iv. arising from proceedings brought against The Insured under the Data Protection Act 2018 and/or General Data Protection Regulation

arising from proceedings brought against The Insured under section 13 of the Data Protection Act 2018

The maximum **We** will pay for all claims happening during any one **Period of Insurance** is £1,000,000

Excluding:

We will not provide cover in respect of

1.
  - a. personal injury other than as provided by this clause
  - b. **Damage** to property
  - c. any claim(s) arising as a result of Your fraudulent act, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - d. libel, slander or defamation
2. indirect losses
3. liability
  - a. as a result of You having authorised the destruction or disclosure of the data
  - b. which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
4. any fine or statutory payment
5. liability which arises solely by reason of the terms of any agreement

6. liability in respect of **Liquidated Damages** or under any penalty clause
7. legal costs or expenses or financial losses in respect of any order
  - a. for rectification or erasure of data
  - b. requiring the data to be supplemented by any other statements
8. proceedings relating to compensation for any
  - a. employee if the employers Liability Section is not in force
  - b. third party if the Public and Products Liability Section of this policy is not in force

### Employees' and visitors' personal belongings

**We** will cover The Insured in respect of legal liability for **Accidental Damage** to employees' and visitors' personal belongings which are in the custody or control of The Insured

Excluding:

**We** will not provide cover where this property is

1. loaned, leased, hired or rented to The Insured
2. stored for a fee or other consideration by The Insured
3. in the custody or control of The Insured for the purposes of being worked upon

### Legal expenses arising from health and safety legislation

**We** will cover The Insured in respect of

1. legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
2. costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Excluding:

**We** will not provide cover:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within the **Insured Territories** and in connection with the **Business**
2. in respect of proceedings which
  - a. result from any deliberate act or omission by **You**

- b. relate to the health and safety of any employee
3. where cover is provided by another insurance policy

### Payment for court attendance

**We** will compensate **You** if, at **Our** request, **You**, any of **Your** director(s), partner(s) or employee(s), is attending court as a witness in connection with a claim for which The Insured is entitled to cover

Excluding:

The maximum **We** will pay for

1. **You**, each director or partner is £250 per day
2. each employee is £150 per day

**We** will not pay more than £5,000,000 for any one event plus any costs and expenses **We** have agreed to in writing

If **You** die, **Your** personal representatives will have the benefit of the cover under this section

# General exclusions

## The following exclusions apply to the whole of Your insurance

This insurance does not cover:

- loss or **Damage** to any property
- any legal liability
- costs and expenses

or

- death or injury to any person

caused by, contributed to, in any way connected with or arising from the following

Radioactive contamination from: ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel

or

- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment
1. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused
  2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority
  3. Loss of value after **We** have made a claim payment
  4. Pressure waves from aircraft and other flying objects at or above the speed of sound
  5. Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **Period of Insurance**

**We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **Your** fixed domestic water or heating systems

## 6. **Cyber Act**

Any:

- i. **Cyber Act** or **Cyber Incident** including, but not limited

to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

- ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount relating to the value of such **Data**.

but this will not exclude subsequent loss or damage which itself results from a cause which is not otherwise excluded.

This exclusion supersedes any other wording in the policy or any endorsement having a bearing on a **Cyber Act**, **Cyber Incident** or **Data** and if in conflict with such wording, replaces it.

If **We** allege that by reason of this exclusion that a loss is not covered by this policy, the burden of proving the contrary will fall upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will continue in full force and effect.

## Definitions applicable to this exclusion:

A. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

B. **Cyber Act** means:

- i. a deliberate, unauthorised, malicious or criminal act;
- ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
- iii. any threat or hoax relating to i and/or ii above,

regardless of time and place, involving access to or the processing, use or operation of any **Computer System**.

C. **Cyber Incident** means:

- i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **Computer System**; or



# General exclusions

- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- D. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- 7. Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown
- 8. Indirect loss of any kind
- 9. Biological or chemical contamination due to or arising from:  
terrorism  
  
or  
  
steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism  
  
In this exclusion, terrorism means any act of any person or organisation involving:  
  
causing or threatening harm  
  
or  
  
putting the public or any section of the public in fear  
  
*if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature*  
  
*unless terrorism insurance is provided under a separate policy extension*
- 10. **We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- 11. Despite anything to the contrary in your contract of insurance, we will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which: is notifiable to the government or a local authority under any law, order, act or statute; and/or is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

# General conditions

The following conditions apply to the whole of **Your** insurance.

## 1. Reasonable care

**You** must keep **Your** property in a good condition and state of repair, and take all reasonable care to prevent loss or **Damage**, accident, bodily injury or legal proceedings. If legal proceedings are under way, **You** must tell **Us** without delay and take all reasonable steps to reduce the costs of these proceedings

## 2. Changes to Your cover

**You** must tell **Us** as soon as possible about any change in the information given to **Us** which is relevant to this insurance. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully. If **You** are not sure whether any information is relevant, **You** should tell **Us** anyway

**You** must tell **Us** about the following if **You**:

- plan to carry out **Building** works
- change how the **Building** is used or if the type of **Tenant** changes
- are convicted or have a prosecution pending for any offence (other than motoring)
- leave the **Building Unoccupied**

**We** have the right to cancel the policy or change any terms and conditions of this insurance when **You** tell **Us** about a change. **We** may also adjust the premium if necessary

## 3. Claims

When there is a claim or possible claim, **You** must tell **Us** as soon as possible. Contact details can be found under the 'Making a claim' section of this insurance policy on page 29

**For loss or Damage claims:**

- **We** may require **You** to provide **Us** with documentation to help prove **Your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **Your** property. **We** will only ask for information relevant to **Your** claim
- **You** must tell the police without delay if **You** have suffered a theft, attempted theft or malicious **Damage** or vandalism, and obtain an incident number
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damages

**For liability claims:**

- **You** must send **Us** any statement of claim, legal process or other communication (without answering them) as

soon as **You** receive it

- do not discuss, negotiate, pay, settle, admit or deny any claim without **Our** written permission

## Severability of Interest

Applicable to all Sections other than the Employers Liability Section and Property Owners Liability Section in respect of which the Cross Liabilities clause shall apply. If The Insured comprises more than one party each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the Loss Limit, Total Sum Insured, Sum Insured, Limits of Liability, any other limit of liability and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

(1) The insurer named on the schedule as one party

and

(2) The Insured as the other party

## 4. Our rights after a claim

**We** may enter any **Building** where loss or **Damage** has happened, take possession of The Insured damaged property and deal with any salvage in a reasonable way. However, **You** must not abandon any property

Before or after **We** pay **Your** claim under this insurance, **We** may take over, conduct, defend or settle any claim in **Your** name

**We** can also take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance

## 5. Fraudulent claims

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way
- makes a statement to support a claim, knowing the statement is false
- submits a document in support of a claim knowing the document to be forged or false in any way
- makes a claim for any loss or **Damage** which **You** knew about or deliberately caused

**We:**

- will not pay the claim and all cover under this policy will cease
- will not pay any other claim which has been or will be made under the policy
- may at **Our** option declare the policy cancelled from the date the fraudulent act
- may be entitled to recover from You, the amount of any claim **We** have already paid under the policy since the last renewal date will not return any premiums You have paid

and

- may inform the police

## 6. Cancellation

**You** can cancel this insurance at any time by contacting **Your** insurance broker

**We** can cancel this insurance by giving **You** 21 days notice in writing. **We** will only do this for a valid reason. Valid reasons may include but are not limited to:

- where **You** are required in accordance with the terms of this policy to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover
- where **We** reasonably suspect fraud
- due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers

## Refund of premium

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or part, then no refund of premium will be allowed

## 7. Other insurance

If, at the time of any loss, **Damage** or liability covered under this insurance, **You** have any other insurance which covers the same loss, **Damage** or liability, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim

## 8. Unoccupancy

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to cover or payment for that claim **You** must ensure that in connection with any **Building You** own, hire or rent which is **Unoccupied**

1. All mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers
2. All flammable and combustible materials are removed
3. All external doors and windows are closed and securely locked and other similar precautions

## 9. Your duty to disclose information

**In deciding to accept this insurance and in setting the terms and premium, We have relied on information You have provided. You have a duty to inform Us of every material circumstance that You know or ought to know, in a way that is reasonably clear and accessible to Us. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium).**

**For the purpose of 'every material circumstance' mentioned above, You are expected to know the following.**

- 1) If **You** are an individual, what is known to the individual and anybody who is responsible for arranging **Your** insurance
- 2) If **You** are not an individual, what is known to anybody who is part of **Your** senior management; or anybody who is responsible for arranging **Your** insurance.
- 3) Whether **You** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If **You** are insuring subsidiaries, affiliates or other parties, **We** expect that **You** will have included them in **Your** enquiries, and that **You** will inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

**You** also have a duty to answer any questions **We** have asked of **You** accurately and to ensure that any information provided by **You** is correct.

4) If, prior to entering into this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.

a) If the breach of the duty of fair presentation is deliberate or reckless:

i) We may avoid the contract, and refuse to pay all claims; and

ii) We need not return any of the premiums paid.

b) If the breach of the duty of fair presentation is not deliberate or reckless, Our remedy will depend upon what We would have done if You had complied with the duty of fair presentation:

i) If We would not have entered into the contract at all, We may avoid the contract and refuse all claims, but must return the premiums paid.

ii) If We would have entered into the contract but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if We so require.

iii) In addition, if We would have entered into the contract but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, We will pay only X% of what We would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

5) If, prior to entering into a variation to this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.

a) If Your breach of the duty of fair presentation is deliberate or reckless:

i) We may, by notice to You, treat the contract as having been terminated from the time when the variation was concluded; and

ii) We need not return any of the premiums paid.

b) If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:

i) If We would not have agreed to the variation at all, We may treat the contract as if the variation was never made, but must in that event return any extra premium paid.

ii) If We would have agreed to the variation to the contract but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so require.

iii) If We would have increased the premium by more than it did or at all, We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We will pay only X% of what We would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

iv) If We would not have reduced the premium as much as We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances We will pay only X% of what We would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

Nothing in these clauses is intended to vary Our position under the Insurance Act 2015.

# Making a claim

## How to make a claim

If **You** would like to make a claim, please contact **Your** insurance broker for full details or contact **Us** through the following methods:

Telephone: 02392 248 500

E-mail: [claims@portusunderwriting.co.uk](mailto:claims@portusunderwriting.co.uk)

## How to complain

If You wish to make a complaint, please contact:

Portus Underwriting

Birch House

Parklands Business Park

Forest Road

Denmead

Hampshire

PO7 6XP

Telephone: 023 9224 8500

Fax: 023 9224 8799

Email: [info@portusunderwriting.co.uk](mailto:info@portusunderwriting.co.uk)

In the event that You remain dissatisfied, it may be possible in certain circumstances for You to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

**Your** insurer is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **Your** insurer is unable to meet their liabilities under this insurance. This depends on the type of Business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

