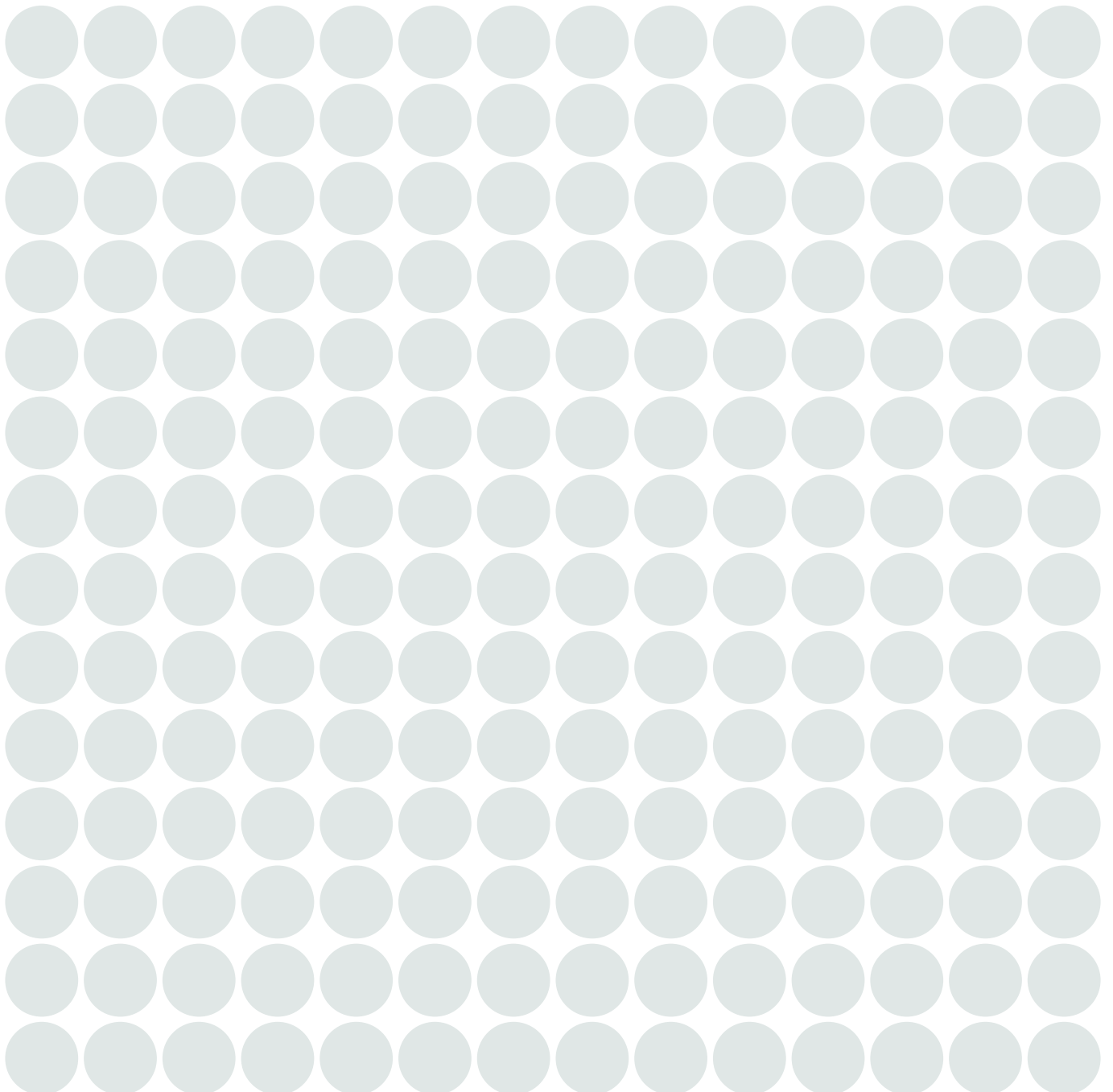


Residential Property Owners'

Policy document



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A warm welcome to Zurich

Thank *you* for taking out *your* Residential Property Owners insurance policy with *us* and welcome to Zurich Insurance plc.

This Policy is underwritten by Zurich Insurance plc and administered on *our* behalf by Arthur J Gallagher and Co.

Please contact Arthur J Gallagher and Co in the first instance in all matters relating to this Policy.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich *we* have *your* future in mind and look forward to working closely with *you*.

www.zurich.co.uk

Your Residential Property Owners' policy

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

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure *you* under those Sections stated in the Schedule during any period of insurance for which *we* have accepted *your* premium provided always that all the terms and conditions of this Policy are complied with. *Our* liability will in no case exceed the amount of any Sum Insured or Limit of Indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

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

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

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

Law applicable to this contract

In the UK the law allows both *you* and *us* to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon *your* address stated 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.

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

Please read this Policy and any Schedule, endorsement and Certificate carefully and if they do not meet *your* needs return them to *us* or *your* broker or insurance intermediary.

How we use personal information

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

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer your insurance policy and any claims made against this Policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this Policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of this Policy you must tell us when you become aware of any incident that could give rise to a claim under this Policy, whether or not it is your intention to claim.

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

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

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

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

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

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

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

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 have produced the following short guide to the contents.

General Definitions: define 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.

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.

General definitions

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

Buildings

The buildings at the premises including:

- a) landlords' fixtures and fittings, decorations and communal carpets including those within House Managers residential units and offices that were provided by the original builders and/or developers of the premises
- b) private garages, outbuildings, yards, forecourts, car parks, drives, pools, hard courts, patios, terraces, river walls, bridges and jetties
- 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 sanitaryware for which you are responsible
- g) gymnasias 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, warden call pendants, office contents, 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

Loss or damage.

Denial of Service Attack

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

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.

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*.

Hacking

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.

Injury

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

Officer(s)

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

Nuclear Installation

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

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

Nuclear Reactor

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

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.

Virus or Similar Mechanism

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 and including but not limited to Trojan horses, worms and logic bombs.

We, us or our

Zurich Insurance plc.

You, your

The person, people, company or other organisation shown in the Schedule as 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 excluding inflationary factors that may operate subsequently 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) debris removal costs.

MONEY

Coinage, bank and currency notes, bills of exchange, cheques, girocheques, 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 girocheques, crossed bankers drafts, crossed national giro drafts, crossed money orders, crossed postal orders, used national insurance stamps, national savings certificates.

BODILY INJURY

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

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.

REINSTATEMENT

- a) Rebuilding or replacement of *property* which has been lost or destroyed.

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

- b) the repair or restoration of *property* which has been partially damaged to a condition equivalent to, or substantially the same as but not better or more extensive than its condition when new.

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 IN HOUSE MANAGER'S APARTMENT

Furniture, furnishings, television, video and audio equipment and other household goods up to £25,000 including a maximum £500 in respect of clothing or personal effects owned by *you* or the House Manager or for which *you* are legally responsible and contained within the House Manager's residential flat/unit and also within the office at the *premises* but excluding:

- a) articles of gold, silver or other precious metals, jewellery or furs
- b) money, stamps, collections, certificates, cheques, securities or documents
- c) pets or livestock
- d) any amount exceeding £1,000 in respect of any one picture, curio or work of art.

TERRORISM

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

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

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

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

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

UNOCCUPIED

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 IN HOUSE MANAGER'S APARTMENT.

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.

Payment to Somebody other than you

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

Provided always 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 IN HOUSE MANAGER'S APARTMENT will be based on the REINSTATEMENT of the *property* affected including additional costs of REINSTATEMENT incurred solely to comply with European Union legislation or other statutory or local authority requirements.

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 *property* (except for the foundations of the parts of the *property* destroyed or damaged) other than up to a maximum of 20% of the total amount for which we would have been liable if the *property* 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 Settlement

Where claims are payable as if the REINSTATEMENT conditions had not been incorporated the amount we will *pay* will be the value of the *property* sustaining *damage* at the time of its loss or destruction or the amount of the *damage*. All other terms and conditions of the Policy will apply except that the sums insured will be limited to 113% of the DECLARED VALUES stated in the Schedule.

Reinstatement to Match

We will include the cost of replacement or modification of undamaged parts of the *buildings* that form part of a suite, common design or function where the *damage* is restricted to a clearly identifiable area or to a specific part.

Provided always that we will not *pay* more than half of the additional cost of the replacement or modification of the undamaged parts.

Additional Cover

- 1 We will *pay* for loss, cost or expense as undernoted incurred by you *due* to *damage* to *buildings, contents of common parts* or RESIDENTIAL CONTENTS IN HOUSE MANAGER'S APARTMENT *due* to an operative Insured Peril

RENT and/or Alternative Accommodation

- i) the reasonable additional cost of comparable alternative accommodation for:
 - any *resident* or House Manager including temporary storage costs for their furniture
 - domestic pets which normally live in the *buildings*
 - the reasonable additional emergency costs and expenses incurred up to a maximum limit of £500 per resident or house manager but the most we will *pay* for the first 14 days from the date of *damage* is £250during 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*.

In addition we will pay for reasonable additional costs of comparable alternative accommodation whilst any part of the *buildings* is uninhabitable as a result of works of a remedial nature are being carried out under a NHBC guarantee. The most we will pay is £25,000 any one *claim* and £100,000 in any one Period of Insurance

Loss of Metered Water, Gas or 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*

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 £100,000 any one *claim*

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*

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 The insurance in respect of each item on *buildings, contents of common parts* and RESIDENTIAL CONTENTS IN HOUSE MANAGER'S APARTMENT includes costs, fees and expenses as undernoted incurred by you following *damage due to* an operative Insured Peril provided always that the total amount we pay does not exceed the relevant sum insured or limit:

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

Fire Extinguishment Expenses

the reasonable costs incurred by you for:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems

due to damage to your property at the premises

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 and contents of common parts* from the *premises* and the immediately adjacent area following accidental *damage* covered under this Section, including removal of debris of *residents* and House Managers *property* up to a limit of £25,000.

Shoring Up

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

- 3 We will pay:

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:

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

Exceptional Measures

costs up to £50,000 which you incur with our consent in taking reasonable but exceptional measures to avoid or mitigate a valid *claim* under this Section.

Provided always 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

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 £10,000 in any one Period of Insurance
- ii) legal or local authority costs involved in removing trees
- iii) costs incurred solely to comply with any 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 £10,000 in any one Period of Insurance
- ii) unless the *claim* is *due* to an operative Insured Peril

Keys and Digital Locks

up to £10,000 any one *premises* to replace locks to the doors of the *buildings* following accidental *damage* to keys or resetting of digital lock within the *territorial limits* where there is reasonable evidence that such keys or digital locks have been copied by an unauthorised person

Fire Brigade Attendance Fees

the attendance fees of the fire brigade for which *you* are liable where such fee is required as a result of the fire brigade being called to the *buildings* due solely to a lift malfunction.

We will not pay more than £1,000 any one *claim* and £5,000 in any Period of Insurance

Prevention of Access

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation *due to damage* by an operative 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 or £10,000,000 whichever is the lesser.
- 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 24 hours' duration
- any amount in excess of £1,000,000 or 25% 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 £1,000 any one *claim* nor more than £5,000 in any Period of Insurance
- ii) the costs of removing nests already in the *buildings* before the inception of this Policy

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 or £10,000,000 whichever is the lesser.

Notifiable Diseases, Vermin Defective Sanitary Arrangements, Murder and Suicide

for loss of RENT and/or the reasonable additional cost of alternative accommodation *due to*:

- 1) a) any occurrence of a Notifiable Disease (as defined below) at the *premises* or attributable to food or drink supplied from the *premises*
 - b) any discovery of an organism at the *premises* likely to result in the occurrence of a Notifiable Disease
- 2) the discovery of vermin or pests at the *premises*
- 3) any accident causing defects in the drains or other sanitary arrangements at the *premises*

which causes restrictions on the use of the *premises* on the order or advice of the competent local authority

- 4) any occurrence of murder or suicide at the *premises*.

Provided always that:

1. Notifiable Disease shall mean illness sustained by any person resulting from

- a) food or drink poisoning

or

- b) one of the following specified human infectious or human contagious diseases

Acute encephalitis
Acute poliomyelitis
Anthrax
Bubonic Plague
Cholera
Diphtheria
Dysentery
Legionnaires Disease
Leprosy
Leptospirosis
Malaria
Measles
Meningitis
Meningococcal Infection
Mumps
Ophthalmia neonatorum
Paratyphoid fever
Rabies
Relapsing fever
Rubella
Scarlet fever
Smallpox
Tetanus
Tuberculosis
Typhoid fever
Typhus fever
Viral hepatitis
Viral haemorrhagic
Whooping cough
Yellow fever

an outbreak of which the competent local authority has stipulated shall be notified to them.

2. We will not *pay*:

- i) for the costs of cleaning, repair, replacement, recall or checking of *property or premises*
- ii) for *claims* not solely attributable to occurrence, discovery or outbreak at the *premises*
- iii) for any claim for loss of RENT and/or alternative accommodation costs incurred more than 3 months from the occurrence, discovery or outbreak
- iv) where *you* do not take all reasonable steps to prevent the occurrence of disease, infection, pests or vermin or to maintain all drains, sanitary arrangements and air conditioning in efficient condition.

3. The most we will *pay* is £250,000 any one *claim* and in all in any one Period of Insurance

House Manager's Loss of MONEY

the amount of any loss in the event of:

- a) physical *damage* to MONEY as detailed below from any cause which is not excluded:
 - i) physical *damage* to NON-NEGOTIABLE MONEY occurring within the *territorial limits*
 - ii) physical *damage* to 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 all within the *territorial limits*
- b) accidental *damage* as a direct result of robbery or attempted robbery of MONEY 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.

Provided always that the most we will *pay* any one *claim* is in respect of a) i) £250,000 and in respect of each of a) ii), b) i) and b) ii) £250.

We will not *pay* 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
- d) of MONEY in the mail other than sent by special delivery.

Personal Accident Assault

We will *pay* compensation in accordance with the Event Limits stated below if an INSURED PERSON sustains BODILY INJURY *due* to robbery or attempted robbery of MONEY.

Event Limits

BODILY INJURY which is the sole and direct cause of:	Limit of Liability
1 death	£10,000
2 loss or loss of use of one or more limbs at or above the wrist or ankle	£10,000
3 loss or loss of use of one or both eyes	£10,000
4 PERMANENT total disablement from paid work of any kind	£10,000
5 temporary disablement from usual paid work of any kind	£100 per week

Provided always that:

- a) compensation will only become payable provided death or loss occurs or disablement commences within 104 weeks of the date of the BODILY INJURY.
- b) No compensation will be payable in respect of any one INSURED PERSON under more than one of Event Limits 1 to 4 due to the same accident.
- c) All sums paid under Event Limit 5 will be deducted from any sums becoming payable under Event Limits 1, 2 or 3 in respect of the same accident to the same INSURED PERSON.
- d) If we are satisfied that disablement is total and PERMANENT Event Limit 4 will become payable when Event Limit 5 is exhausted.
- e) We will not *pay* under Item 5 for a longer period than 104 weeks from the date of sustaining the BODILY INJURY.
- f) We will not *pay* under Event Limit 5 unless the INSURED PERSON entitled to compensation:
 - i) places themselves as soon as practicable under the care of a qualified medical practitioner whose advice they must follow; and
 - ii) submits to medical examination at *our* expense as often as required by *us*

Fly Tipping

for costs necessarily and reasonably incurred in cleaning up and removing any *property due* to it being illegally deposited in, on or around the *premises*.

Provided always that:

- a) we will not *pay* for the first £1,000 of each and every *claim*
- b) we will not *pay* more than £25,000 any one *claim* or in all in any one Period of Insurance at each *premises*

Unauthorised use of Electricity, Gas, Oil or Water

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

The most we will *pay* is £5,000 for any one *claim*

Loss of Domestic Heating Oil

for loss of domestic heating oil *due* to its physical *damage* up to £5,000 any one *claim*

Eviction of Squatters

costs and expenses necessarily and reasonably incurred with *our* prior consent to remove or evict squatters from the *buildings*.

Provided always that:

- a) we will not *pay*:
 - i) fines, penalties, compensation or damages arising in the course of removal or eviction
 - ii) *due* to occupation of squatters occurring prior to the inception of this cover
- b) *our* liability will not exceed £50,000 any one *claim*
- c) such loss is not otherwise insured

Legionellosis

loss of RENT and/or the reasonable additional cost of alternative accommodation *due* to any outbreak of Legionellosis at the *premises* causing restrictions on the use thereof on the order or advice of the competent local authority.

We will not *pay*:

- a) for *claims* not solely attributable to an outbreak at the *premises*
- b) for any costs incurred in cleaning, repair, replacement or checking of *property* other than costs and expenses not exceeding £25,000 in any one Period of Insurance necessarily incurred with *our* consent in cleaning and decontamination of the air-conditioning or water supply equipment at the *premises* the use of which has been restricted on the order or advice of the competent local authority
- c) for any claim for loss of RENT and/or alternative accommodation costs incurred more than 3 months from the date of the outbreak
- d) if *you* are at the time of the outbreak in breach of *your* statutory obligations in respect of the control of Legionellosis.

The most we will *pay* is £2,000,000 any one *claim* and in all in any one Period of Insurance after the application of all other terms and conditions of this Policy

Managing Agents

property at the premises of any managing agents employed or engaged to collect RENT.

Provided always that:

- a) such RENT is not paid to *you* as a direct result of the *claim*
- b) the RENT is not outstanding for 120 days in excess of its due date
- c) all reasonable steps to recover the RENT are taken
- d) such RENT is not recoverable under any other policy
- e) the most we will *pay* is 20% of the sum insured on *buildings*.

Buildings (including individual residences) Awaiting Sale

If at the time of *damage due* to an operative Insured Peril *you* had contracted to sell *your* interest in the *buildings* or that part of which *you* own and the sale is cancelled or delayed solely *due to the damage* then we will *pay* for either:

- a) during the period prior to the date upon which but for the *damage* the *buildings* would have been sold the loss of RENT *you* have suffered, this being the actual amount of the reduction in the RENT receivable by *you* within 12 months of the *damage*

or

- b) during the period commencing with the date upon which but for the *damage* the *buildings* would have been sold and ending with the actual date of sale or within 12 months of the date of the *damage* if earlier the loss in respect of interest being:
 - i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds).
 - ii) the investment interest lost to *you* on any balance of the sales proceeds

less any amount receivable in respect of RENT.

With *our* consent any costs being the costs necessarily and reasonably incurred within 12 months of the *damage* solely to avoid or minimise what we will *pay* under a) and b) above.

Public Relations Expenses

We will *pay* reasonable costs incurred by *you* if as a result of *damage* to the *buildings* insured hereby *you* need to employ suitable public relations personnel to deal with press and public announcements or other necessary activities but not exceeding £2,500 any one occurrence.

Extensions applicable to Section 1

This insurance extends to include:

1 Bailor's Goods

damage to goods in the custody and control of *you* and for which *you* are legally liable as bailor whilst situate within the *premises* in so far as such goods are not otherwise insured.

Provided always that we will not *pay*:

- a) in respect of *damage due* to theft or any attempt thereat of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery or money
- b) in respect of unaccountable losses
- c) unless a signed inventory is issued to the *resident* as soon as a repossession takes place.

The most we will *pay* is £50,000 any one *claim*

2 Capital Additions

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

Provided always that:

- 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 20% of the *buildings'* DECLARED VALUE or £5,000,000 whichever is the lesser
 - 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

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

your property otherwise insured under this Section within the *territorial limits* whilst temporarily removed from the *premises*. We will not:

- a) *pay* more than £10,000 any one *claim*
- b) *pay* under this Extension in respect of *damage* to MONEY.

Contract All Risks

damage to materials or supplies at the *premises* for use in any refurbishment work or extensions being undertaken on the *buildings*.

We will not pay for damage

- a) where the contract value exceeds £250,000
- b) where more specific insurance is in force.

Conditions applicable to Section 1

1 Intruder Alarm Protection

Any intruder alarm system(s) for which *you* are responsible 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).

2 Automatic Fire Alarm Installation

Where an automatic fire alarm installation is installed and *your* responsibility *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 disconnections and keep them in case *we* wish to examine them.

3 Contribution

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

4 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
- 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*.

Provisions

1 Automatic Reinstatement following Loss

The DECLARED VALUE of any item will not be reduced by the amount of any claim provided always 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.

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 Non Invalidation

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

4 Repairs and Alterations

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

5 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 always 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*.

6 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.

7 Fire Extinguishing Appliances

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

8 Security Protections

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

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.

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

1 Fire, Smoke, Lightning, Thunderbolt 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, 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
- c) to garden landscaping and paving, garden furniture, trees and plants except that we will *pay* for the first £1,000 any such *damage*.

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 other than for an amount of any loss of less than £1,000,000 and subject to an excess of £2,500.
- b) caused by frost, subsidence, ground heave or landslip
- c) to garden landscaping and paving, garden furniture, trees and plants except that we will *pay* for the first £1,000 of any such *damage*.

9 Water Damage

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

10 Impact

Impact by any road vehicle, marine vessel or animal or train excluding *damage* by insects or pets. The most we will pay for *damage* caused by impact by marine vessel is £500,000.

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 aerials.

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 garden landscaping and paving, garden furniture, trees and plants.

14 Subsidence

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

- a) 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
- b) 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
- c) which originated prior to the inception of this cover
- d) 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 insect, 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, garden furniture, trees and plants.

Exclusions

This Section does not cover:

1 Insured Perils Excess

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

2 Pollution/Contamination

damage or any cost, expense or consequential loss *due to* pollution or contamination except:

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

3 Building Collapse/Cracking

damage to the *buildings due to* the structure's own collapse or cracking

4 Electrical Plant

damage to electrical plant, apparatus or fittings directly caused by its own over-running, shortcircuiting, 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 not specifically provided for in this Section

8 TERRORISM

damage due to TERRORISM.

In any action, suit or other proceedings where we allege that by reason of this exclusion *damage* is not covered by this Policy the burden of proving that such *damage* is covered is upon *you*

9 Northern Ireland Civil Commotion

damage due to civil commotion in Northern Ireland.

Section 2 – property owners' liability

Special Definitions

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

CLEAN UP COSTS

- a) Testing for or monitoring of POLLUTION OR CONTAMINATION
- b) the costs of REMEDIATION required by any ENFORCING AUTHORITY to a standard reasonably achievable by the methods available at the time that such REMEDIATION commences.

ENFORCING AUTHORITY

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the *territorial limits*.

POLLUTION OR CONTAMINATION

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all *damage* or *injury due to* such pollution or contamination.

REMEDICATION

Remedying the effects of POLLUTION OR CONTAMINATION including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

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* where such *injury* arises out of and in the course of the employment)
- 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*.

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 7 years from the cancellation or expiry of this Section of the Policy provided always that:

- 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*

5 Contingent Motor Liability (Non Owned Vehicles)

your legal liability for accidental death of or accidental *injury* to any person and/or accidental *damage* to *property* arising out of the use of any motor vehicle not the property of nor provided by *you* and being used in connection with the *business*.

Provided always that we will not *pay* under this Extension:

- a) in respect of *damage* to such vehicle or to goods conveyed therein or thereon
- b) for accidental *injury* to any person and/or accidental *damage* to *property* arising while such vehicle is being driven by *you* or by any person who to the knowledge of *you* or *your* representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the *geographical limits*

6 Corporate Manslaughter

your legal costs and expenses incurred with *our* prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the *business*.

Provided always that:

- a) the most we will *pay* will not exceed £5,000,000 in any one Period of Insurance or the Limit of Indemnity stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- b) this Extension will only apply to proceedings brought in the *territorial limits*
- c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of *you*
- d) *you* will give to *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this Extension

- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) we will be under no liability:
 - i) where *you* have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1 the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2 the Food Safety Act 1990 or any regulations made thereunder
 - 3 the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where we have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at *our* liability payable under this Extension

7 Environmental Clean up Costs

all sums including statutory debts that *you* are legally liable to pay in respect of CLEAN UP COSTS arising from environmental damage caused by POLLUTION OR CONTAMINATION where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from POLLUTION OR CONTAMINATION caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All POLLUTION OR CONTAMINATION which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) *our* liability under this Extension will not exceed £1,000,000 any one *claim* and in the aggregate in any one Period of Insurance and will be the maximum *we* will *pay* inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) *we* will not *pay*:
 - i) in respect of CLEAN UP COSTS for *damage* to *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control
 - ii) for *damage* connected with pre-existing contaminated *property*
 - iii) for *damage* caused by a succession of several events where such individual event would not warrant immediate action
 - iv) in respect of removal of any risk of an adverse effect on human health on *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time REMEDIATION commences
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being POLLUTION OR CONTAMINATION caused by a sudden, identifiable, unintended and unexpected incident
 - vii) for *damage* resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
 - ix) for *damage* caused deliberately or intentionally by *you* or where *you* have knowingly deviated from environmental protection rulings or where *you* have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which *you* are responsible
 - x) in respect of fines or penalties of any kind
 - xi) for *damage* caused by the ownership or operation on behalf of *you* of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

- xii) for *damage* which is covered by a more specific insurance policy
- xiii) for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for *damage* caused by disease in animals belonging to or kept or sold by *you*

8 Legionella

your legal liability arising from POLLUTION OR CONTAMINATION *due to* any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

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

We will not *pay* for any claim arising from POLLUTION OR CONTAMINATION which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the current Period of Insurance *you* were aware of circumstances which have or may give rise to such POLLUTION OR CONTAMINATION.

Exclusion 1 b) v) will not apply in respect of the insurance under this Extension.

The most we will *pay* under this Extension is £2,000,000 *due to* all *claims* happening in any Period of Insurance.

You must give *us* notice in writing immediately on becoming aware of circumstances which have given or may give rise to a claim under this Extension of cover.

Exclusions

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

Contractual Agreement

- a) solely because of a contract or agreement
- b) *due to*:

Air and Watercraft

- i) 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 installed in them

Vehicles

- ii) any motor vehicle in circumstances requiring compulsory insurance or security under Road Traffic Law

Airside Risks

- iii) ownership or operation of any aircraft landing or airside facility

Provision of Advice

- iv) instruction, advice, direction, design, treatment or specification given by *you* or on *your* behalf for a fee

Pollution or Contamination

- v) POLLUTION OR CONTAMINATION other than 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. All POLLUTION OR CONTAMINATION arising out of one incident will be deemed to have occurred at the time the incident takes place

Goods

- vi) *goods*. This exclusion will not apply to *buildings* or land in respect of the insurance provided under Extension 1 – Defective Premises Act

Demolition, Erection and Alteration

- vii) demolition, erection or structural alteration of or addition to new or existing *buildings*

Recall, Removal, Repair

- viii) the recall, removal, repair, replacement or making of any refund in respect of *goods* or any resulting consequential loss

Other Business

- ix) *your* pursuit or exercise of any trade, calling or profession other than the *business*

Asbestos

- x) contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives other than for an amount not exceeding £5,000,000 in the aggregate in any one Period of Insurance.

2 We will not *pay*:

Defective Work

- a) the cost of rectifying defective work carried out by *you* or on *your* behalf

Liquidated Damages, Fines or Penalties

- b) liquidated damages, fines or penalties.

Limits of Indemnity

the Limits of Indemnity 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* for POLLUTION OR CONTAMINATION
- b) extended indemnity

where the Limits of Indemnity shown apply in the aggregate in any one Period of Insurance but in no circumstances will we pay more than £10,000,000 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 Indemnity in respect of a *claim*, we will pay only the proportion of costs and expenses that the Limits of Indemnity bear to *your* total liability. The costs and expenses will not be proportionately reduced in respect of *claims* for *injury* to any *employee*.

Section 3 – employers liability

Special Definition

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

TERRORISM

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

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 always that:

- a) the *injury* occurs whilst *you* or *your* partner is engaged in connection with the *business*
Note: Please also see EXCLUSIONS which appear under the General Section of this Policy.
- 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*

2 Corporate Manslaughter

your legal costs and expenses incurred with *our* prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and/or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the *business*.

Provided always that:

- a) the most *we* will *pay* will not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- b) this Extension will only apply to proceedings brought in the *territorial limits*
- c) *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of *you*
- d) *you* will give to *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) *we* will not *pay*:
 - i) where *you* have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and/or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at *our* liability payable under this Extension.

Provisions

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*.

2 Terrorism Limitation

The Limit of Indemnity payable under this Section in respect of any *claim due to* TERRORISM is £5,000,000.

Exclusions

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

1 Motor Vehicles

due to injury:

- a) 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

b) *due to*:

- 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*.

Limits of Indemnity

The Limits of Indemnity 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*.

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 inquiry or proceedings in any court of summary jurisdiction or similar court of inquiry in the country of jurisdiction
- b) other costs and expenses which *you* incur with *our* written consent

2 Compensation for Court Appearance

£250 per day whilst *you* or any of *your officers* or £100 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*:

1 Other Persons

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 *your* catering, social, sports and welfare organisations, security, ambulance, fire and first aid services

2 Principal's Indemnity

any *principal* but only to the extent required by *your* contract or agreement with them

3 Personal Representatives

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 always that:

- a) 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
- b) we have the sole conduct and control of any claim

4 Acquisitions

liability incurred by a subsidiary company which *you* founded or acquired after the inception date of this Policy.

Provided always that:

- a) we will be liable only for amounts in excess of the Limits of Indemnity 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 3 calendar months of the date of their foundation or acquisition
- c) the business of such subsidiary companies is materially the same as the *business*.

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.

5 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 Indemnity 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 *claim* there is any other insurance applicable to such *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 *pay* 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.

General

Claims Conditions (Procedures and Requirements)

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

Notification

- a) notify Arthur J Gallagher and Co or *us* immediately in writing
- b) notify the police immediately if *damage* is caused by malicious persons, theft or unexplained loss

Full Details

- c) provide Arthur J Gallagher and Co or *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 7 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 Arthur J Gallagher and Co or *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 Indemnity 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.

General Provisions which apply to the 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.

If *you* decide *you* do not want to accept the Policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the Policy or renewal notice. We may at our discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.

7 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.

8 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against *us*.

9 Sanctions

Notwithstanding any other terms of this Policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions law or regulation.

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:

Radiation Risks

- a) ionising radiations from 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 or contaminating properties of any *nuclear installation*, *nuclear reactor* or other explosive nuclear assembly or nuclear component
- c) any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

War, Invasion etc

- e) 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.

Exclusions a) to d) do not apply to *injury* to any *employee*

Electronic Risks

- a) *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*.
- b) loss of RENT, alternative accommodation costs or other costs or expenses *due to virus* or *similar mechanism* or *hacking* or *denial of service attack*.

but this shall not exclude *damage* or loss of RENT, alternative accommodation costs or other costs or expenses (not otherwise excluded) which results from Insured Perils 1-10 or 13 where insured but excluding the acts of malicious persons which do not involve physical force or violence).

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns *you* may have with the service we have provided and we are committed to handling all complaints fairly, consistently 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 at Zurich or *your* broker or insurance intermediary 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.

The Financial Ombudsman Service (ombudsman)

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* may be able to ask the ombudsman to formally review *your* case. *You* must contact the ombudsman within six months of *our* final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

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

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

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

This is a free and impartial service and *you* are entitled to contact the ombudsman at any stage of *your* complaint.

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

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

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

The Financial Services Compensation Scheme (FSCS)

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



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developed by Business in the Community

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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