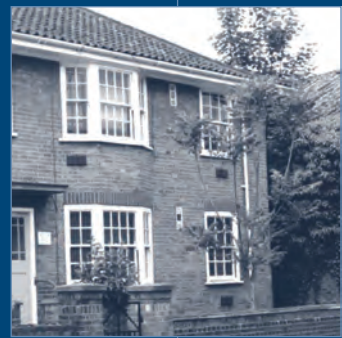


# LET LINE

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POLICY OF INSURANCE



Landlords

RESIDENTIAL PROPERTY

# Useful Telephone Numbers

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Rawlins Insurance Brokers

**01782 753000**

For any queries, changes to your policy or non-emergency claims, please call Rawlins Insurance Brokers.

Emergency Claims Helpline (24 hours)

**0800 015 1498**

The Claims helpline can be used by anyone wishing to report a claim on any of Aviva Insurance's new commercial insurance products. As soon as you know about the problem you face - we will start to put the solutions in place.

Legal and Tax Helpline (24 hours)

**0345 300 1899**

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all you pay for is the price of the call.

Risk Solutions Helpline (office hours)

**0345 366 66 66**

Risk Solutions Website

**[www.aviva.co.uk/risksolutions](http://www.aviva.co.uk/risksolutions)**

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

Counselling Service

**0117 934 0105**

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.

Please have your policy number ready

## Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

# Introduction

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Thank You for choosing Aviva as Your insurer.

This is Your Rawlins Insurance Brokers Let Line Policy for Residential Property owners, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your proposal form.

If after reading Your Policy You have any questions, please contact Rawlins Insurance Brokers.

# Contents

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This policy is made up of individual Sections. The booklet should be read together with Your current Schedule for precise details of Your insurance protection.

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# Contract of Insurance

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Your policy wording, the information You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

## **IMPORTANT**

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

## **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.



## **Underwritten by Aviva Insurance Limited**

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# Complaints Procedure

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## **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## **What will happen if you complain**

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## **What to do if you are unhappy**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting the Company Secretary or Director

Eric Rawlins & Co Ltd,  
First Avenue  
Porthill  
Newcastle-under-Lyme  
ST5 8QX  
United Kingdom  
Telephone 01782 753000  
Fax 01782 753001

You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

### **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### **Choice of Law**

The appropriate law as set out below will apply unless You and Us agree otherwise

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named policyholder lives; or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### **Customers with Disabilities**

This policy and other associated documentation are also available in Large Print, Audio and Braille. If you require any of these formats please contact Eric Rawlins & Co Ltd on 01782 753000 or write to Eric Rawlins & Co Ltd, First Avenue, Porthill, Newcastle-under-Lyme, ST5 8QX, United Kingdom.

# Policy Definitions

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Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy e.g. Employee, except for headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

## **Computer and Electronic Equipment**

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## **Condition Precedent**

A condition which must be complied with before We are to be liable for a claim.

## **Cyber Vandal**

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

## **Data**

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## **Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## **Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but 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 within, between or amongst networks.

## **Contents of Communal Areas**

- (1) Carpets, furniture and furnishings and gardening equipment other than Valuables belonging to You or for which You are responsible whilst contained within the Residential Building or within any office but not within any Residential Unit.
- (2) Garden furniture in the open or within the Residential Building.

## **Contents of Residential Units**

Carpets, domestic furniture and furnishings including white goods other than Valuables belonging to You for which You are responsible whilst contained in any Residential Unit.

## **Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) regarded as being in Your employment under the terms of any contract or agreement
- (8) a voluntary helper

while working under Your control in connection with The Business

- (9) an outworker or homeworker when engaged in work on Your behalf.

## **Endorsement/Endorsements**

An alteration to the terms of the policy.

## **Excess/Excesses**

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim.



# Policy Definitions continued

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## Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time, of any
  - (a) Computer and Electronic Equipment,
  - (b) electronic means of communication,
  - (c) web site.

## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

## Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

## Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

## Property Insured

Property Insured as detailed in the Schedule

## Resident

The owner, tenant or lessee of any Residential Unit and any member of his/her family permanently residing with him/her.

## Residential Building

The building belonging to You or for which You are responsible, all within The Premises including:

- (1) landlord's fixtures and fittings
- (2) domestic outbuildings and garages
- (3) swimming pools and hard tennis courts
- (4) terraces, patios, driveways, footpaths, walls, fences, gates and hedges
- (5) interior decorations
- (6) telecommunications aerials, aerial fittings, masts and closed circuit television (CCTV)
- (7) car parks, cess pits, septic tanks
- (8) squash courts, gymnasias used by Residents for domestic and leisure purposes
- (9) street furniture and lamp posts
- (10) solar panels and wind turbines attached the building.

Unless described differently in the Schedule, the building other than domestic outbuildings and garages are built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos.

## Residential Unit

Any individual self contained living area within any Residential Building.

## Schedule

The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.

## Specified Contingency

fire  
lightning  
explosion  
aircraft and other aerial devices or articles dropped from them  
earthquake  
storm or flood

# Policy Definitions continued

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escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

## **The Business**

Activities directly connected with The Business described in the proposal form and specified in the Schedule including routine repair, maintenance (including but not limited to constructing/erecting/removing fences, garden walls and sheds, plus the clearance of property after vacation of tenants) and decoration of the Residential Building or the Residential Units.

## **The Premises**

The Premises as stated in the statement of fact and specified in the Schedule.

## **Unoccupied**

If any Residential Building or Residential Unit is not being lived in by anyone with Your permission for more than 60 consecutive days.

## **Value**

The amount of money You would have received by selling the article or property immediately prior to the loss or damage.

## **Valuables**

Items composed of precious metals or precious stones, jewellery, watches, furs, curios, works of art and Money.

## **Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

## **We/Us/Our/Aviva**

Aviva Insurance Limited

## **You/Your/Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

# Asset Protection

## Property Damage Section

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

### Bodily Injury

Bodily Injury by violent and visible means, which directly and independently of any other cause, results in death or disablement.

### Damage

Loss, destruction or damage.

### Insured Person

You or Your directors, partners or employees aged between 16 and 65.

### Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises in respect of contingencies 1 to 14 & 16 and 17.

## Cover

We will provide indemnity in respect of Damage caused by the following contingencies to the items specified in the Schedule.

We will not indemnify You in respect of the Property Damage Excess.

### Contingencies

- (1) Fire.
- (2) Lightning.
- (3) Earthquake.
- (4) Explosion.
- (5) (a) aircraft  
(b) other aerial devices  
or articles dropped from them.
- (6) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances.
- (7) Malicious persons other than thieves.

We will not indemnify You in respect of Damage to any

- (a) Unoccupied Residential Building
- (b) Unoccupied Residential Unit
- (c) Contents of a Residential Unit whilst Unoccupied

- (8) Storm or flood.

We will not indemnify You in respect of Damage

- (a) due only to any change in water table level.
- (b) by frost.
- (c) by subsidence, ground heave or landslip.
- (d) to fences, gates and hedges.

- (9) Escape of water from any tank, apparatus or pipe.

We will not indemnify You in respect of Damage to any

- (a) Unoccupied Residential Building.
- (b) Unoccupied Residential Unit.
- (c) Contents of a Residential Unit whilst Unoccupied.

- (10) Falling trees or branches or radio/tv aerials.

We will not indemnify You in respect of Damage caused

- (a) by subsidence, ground heave or landslip.
- (b) by felling, lopping or pruning of trees.
- (c) to fences, gates and hedges.

- (11) Impact by any road vehicle, train or animal.

- (12) Leakage of oil from any fixed heating installation.

We will not indemnify You in respect of Damage to any

- (a) Unoccupied Residential Building.
- (b) Unoccupied Residential Unit.
- (c) Contents of a Residential Unit whilst Unoccupied.

- (13) Theft or attempted theft.

We will not indemnify You in respect of Damage

- (a) caused by You or Your family or an Employee.
- (b) caused by any Resident or his/her guest.
- (c) to any
  - Unoccupied Residential Building.
  - Unoccupied Residential Unit.
  - Contents of a Residential Unit whilst Unoccupied.

- (d) to moveable property in the open except garden furniture up to a maximum of £500.

# Asset Protection continued

(14) Breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

(15) Accidental breakage of Glass and Sanitary Fixtures

- (a) fixed glass in windows, doors, fanlights, sky-lights, conservatories and solar panels.
- (b) (i) washbasins, pedestals, baths, sinks
- (ii) lavatory bowls, bidets, cisterns
- (iii) shower trays, splashbacks
- (c) (i) fixed glass in furniture
- (ii) fixed glass in mirrors
- (iii) glass in shelves
- (iv) ceramic hobs and cooker tops.
- (v) freestanding ceramic hobs and cooker tops where Contents of Residential Units are insured.

We will not indemnify You for breakage

- (1) in any Unoccupied Residential Building or Unoccupied Residential Unit.
- (2) (a) resulting from corrosion, wear and tear and depreciation.
- (b) scratching.
- (c) in transit or while being fitted.
- (d) caused by workmen carrying out alterations or repairs to The Premises.

(16) Subsidence of, or ground heave of the site on which the Residential Building stands or landslip.

We will not indemnify You in respect of

- (a) Damage caused by
  - (i) collapse, cracking, shrinkage or settlement of any building
  - (ii) coastal or river erosion
  - (iii) defective design or inadequate construction of foundations
  - (iv) demolition, structural alteration or repair or groundworks or alterations
  - (v) bedding down of new structures or settlement of newly made up ground.
- (b) Damage to
  - (i) swimming pools and/or hard tennis courts
  - (ii) terraces, patios, driveways, footpaths

(iii) walls, fences, gates and hedges

(iv) car parks, cess pits, septic tanks

unless there is Damage to the main building to which such property applies and that building is insured by this Section.

(c) Damage as a result of the movement of solid floor slabs unless there is Damage to the foundations beneath the exterior walls of the Residential Building at the same time.

(d) the Subsidence Excess.

(17) All other accidental damage to the Residential Building and Contents of Communal Areas

We will not indemnify You in respect of

- (a) the cost and maintenance and normal redecoration.
- (b) Damage caused by
  - (i) gradual deterioration or wear and tear, corrosion, rust, rot or fungus vermin or insects, atmospheric or climatic conditions, normal settlement or shrinkage, domestic pets, subsidence, heave or landslip, pollution or contamination.
  - (ii) faulty workmanship, defective design or the use of defective materials.
  - (iii) any of the exceptions applying to contingencies 1 - 16 of this Section.
  - (iv) nipple or joint leakage of failure of welds cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only, or any associated piping.
  - (v) mechanical or electrical breakdown.
- (c) Damage to any
  - (i) Unoccupied Residential Building,
  - (ii) Contents of a Residential Unit whilst Unoccupied.

# Asset Protection continued

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## Clauses

The following clauses apply to both Buildings and Contents where insured.

### (1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

### (2) Changing Locks

We will pay for the cost of changing locks at The Premises if the keys are lost from

- (a) The Premises
  - (b) Your business premises or the business premises of any person authorised by You
  - (c) The home of any person authorised by You following theft or attempted theft
- or

whilst in Your custody or that of any person authorised by You following theft or attempted theft.

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

### (3) Capital Additions

We will indemnify You in respect of loss, destruction or damage to

- (a) any newly built and/or newly acquired buildings
- (b) alterations, additions and improvements to an insured building but not in respect of any appreciation in value situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one location is 15% of the Residential Building Sum Insured.

You must provide Us with details of these extensions as soon as possible but at least within six months and specifically insure such extensions with Us from the date Our exposure commenced and pay the appropriate additional premium.

## (4) Claims Settlement

Following Damage caused by any contingency insured by this Section to

- (a) the Residential Building

We can choose to

- (i) pay for the rebuilding or repair  
or
- (ii) make a monetary payment.

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear or depreciation.

We will not provide indemnity for any reduction in market value.

The maximum amount We will pay will be the Sum Insured adjusted to take account of the

- index linking condition
- Capital Additions clause.

- (b) Contents of Communal Areas

We will pay for

- (i) the cost of repair if any contents are damaged  
or
- (ii) replacement as new if any contents are lost or destroyed.

The maximum amount We will pay will be the Sum Insured adjusted to take account of the Index Linking condition.

- (c) Contents of Residential Units

We will provide indemnity for

- (i) the cost of repair if any contents are partially damaged  
or
- (ii) replacement as new if any contents are lost or destroyed.

If, following Damage an item can be repaired but the repair is not carried out We will pay the reduction in value of the item as a result of the Damage but not more than the estimated cost of repair.

# Asset Protection continued

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear and tear or depreciation.

The maximum We will pay will be the Sum Insured, adjusted to take account of the Index Linking condition.

(d) Money and Assault

- (i) We will pay weekly compensation at 4 weekly intervals
- (ii) compensation for contingency (iv) is paid for a maximum of two years from the date the disablement started. It is paid in addition to any other compensation which may be payable for the same injury
- (iii) compensation is only payable for one of the benefits (i) to (iii).

**(5) Clearance of Drains**

The Sum Insured for Buildings extends to include an amount necessarily and reasonably incurred by You and which We agree to for cleaning and/or clearing of drains, gutters and sewers owned by You or for which You are responsible following Damage insured under this Section.

**(6) Debris Removal**

The Sum Insured for each item, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it.
- (b) arising from pollution or contamination of property not insured under this Section.
- (c) more specifically insured.

**(7) European Union & Public Authorities**

Following Damage, as insured under this Section, to any items on Buildings We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance

The reinstatement of the Property Insured

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or Conditions of this policy, Our liability under this Clause will similarly be reduced.

The maximum We will pay under this Clause in respect of any one claim is

- (a) 15% of the item Sum Insured
- or
- (b) where the Sum Insured applies to property at more than one premises, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

# Asset Protection continued

## (8) Landscaped Gardens

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscaped gardens and grounds following Damage caused by emergency services while attending the Residential Building as a direct result of Damage insured under this Section.

The maximum We will pay is £25,000 in any one Period of Insurance.

## (9) Loss of Metered Utility Supplies

We will indemnify You for the cost of metered water, gas, oil and electricity for which You are legally responsible arising from Damage as insured by this Section or unauthorised use by persons taking possession, keeping possession or occupying The Premises without Your authority.

The maximum We will pay for any one loss is £5,000.

## (10) Money and Assault

### Cover

We will indemnify You in respect of loss of Money up to the following amounts

	Limit any one loss
(a) any single loss of business Money	
(i) in transit	£2,000
(ii) in bank night safes and afterwards within bank premises until at the bank's risk	£2,000
(iii) in Your home or the home of any Employee, partner or director	£500
(b) any single loss in respect of crossed cheques, cross postal or money orders, crossed bankers drafts, tamped national insurance	£250,000

We will not indemnify You in respect of

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
  - (a) not discovered within seven working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance.
- (2) shortages due to clerical or accounting errors.
- (3) loss of Money from unattended vehicles.
- (4) loss or Damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## Assault

### Cover

We will indemnify You in respect of

- (a) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
 

(i) death	£10,000
(ii) total and permanent loss of sight in one or both eyes	£10,000
(iii) loss of one or both limbs	£10,000
(iv) total disablement which prevents the Insured Person from pursuing their normal occupation	£100 per week
(v) reimbursement of incurred medical expenses up to	£250
- (b) up to £250 in respect of such Insured Person for Damage to their personal effects following an attempted theft to steal Money covered by this Clause.

## (11) Mortgage and Other Interests

The interest is noted in respect of any Residential Building or Residential Unit of all parties who have an interest in such property.

In addition, the rights of any mortgagor or lessor shall not be prejudiced by any act of any mortgagee, lessee or occupier of any Residential Building or Residential Unit, provided the mortgagee or lessor shall immediately on becoming aware of such act give Us notice in writing and pay any additional premium We may require.

## (12) Professional Fees

The Sum Insured for each buildings item, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim

## (13) Re-letting Costs

We will indemnify You in respect of costs reasonably incurred with Our consent in re-letting The Premises (including legal fees in connection with the re-letting) following Damage as insured by this Section.



# Asset Protection continued

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The maximum We will pay is £2,500 any one period of insurance.

## (14) Risk Protection Replacement Costs

We will indemnify You in respect of reasonable costs and expenses incurred in re-filling, re-charging or replacing any

- (a) portable fire extinguishing appliances
- (b) local fire suppression system
- (c) fixed fire suppression system
- (d) sprinkler system
- (e) sprinkler heads

and having any fire and/or intruder alarms and closed circuit television equipment re-set as a result of Damage insured under this Section.

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

## (15) Temporary Removal

We will indemnify You in respect of Damage insured under this Section to Contents of Residential Units and Contents of Communal Areas while temporarily removed from The Premises to anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for the purpose of The Business.

The maximum We will pay is £5,000 in any one Period of Insurance.

## (16) Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (a) in locating the actual source of Damage to the Residential Building

and

- (b) repairs directly arising from (a) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation.

We will not indemnify You in respect of for costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £25,000 in any one Period of Insurance.

## (17) Transfer of Interest

If at the time of Damage occurring to a Residential Building or Residential Unit insured under this Section, You have entered into a contract to sell Your interest in the property, but

- (a) the contract has not yet been completed
- (b) the Residential Building or Residential Unit has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures the Residential Building or Residential Unit.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

## (18) Underground Services

We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the Residential Building to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) accidental damage caused by
  - (a) (i) gradual deterioration or wear and tear.
  - (ii) corrosion, rust, rot or fungus.
  - (iii) vermin or insects.
  - (iv) atmospheric or climatic conditions.
  - (v) normal settlement or shrinkage.
- (b) faulty workmanship, defective design or the use of defective materials.



# Asset Protection continued

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## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this booklet).

We will not indemnify You in respect of Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the property Insured caused by

- (1) pollution from contamination which results from any insured Contingency (other than Contingency 17)
- (2) any insured Contingency (other than Contingency 17) which results from pollution or contamination.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

### Unoccupancy

It is a Condition Precedent to Our liability that when a Residential Building or a Residential Unit is Unoccupied You must ensure that

- (a) All external doors are securely locked
- (b) All accessible windows are securely fastened
- (c) an internal and external inspection of the property is made every seven days and all waste including accumulated mail is removed from the property
- (d) All sources of power, fuel or water are turned off and the water system is drained down.

# Asset Protection Engineering

## Engineering Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

#### Breakdown

- (1) The breaking, distortion or burning out of any part of the Plant or Machinery which occurs while the Plant or Machinery is being used normally, arising from
  - (a) any mechanical or electrical defect in the Plant or Machinery
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Plant or Machinery by frost

including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine

#### Collapse

The sudden and dangerous distortion of any part of the Plant or Machinery caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

#### Damage

Loss, destruction or damage.

#### Explosion

The sudden and violent rending of Plant or Machinery by force of internal steam or fluid pressure.

Explosion does not include

- (a) pressure of chemical action
- (b) ignition of the contents of the Plant or Machinery
- (c) the pressure or ignition of flue gases.

#### Plant or Machinery

All parts of the Property Insured stated in the Schedule. Any item described in the Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Plant or Machinery does not include

- (a) non-metallic or refractory linings
- (b) (i) cutting edges or extrusion heads  
(ii) moulds, patterns or dies  
(iii) heating elements  
(iv) cables, ropes, belts or chains  
  
unless these require replacement as a result of Damage for which We have admitted liability
- (c) supporting or enclosing structures, foundations, masonry or brickwork
- (d) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (e) (i) office equipment  
(ii) spare parts  
  
unless specified in the Schedule.

### Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to the Plant or Machinery at The Premises by the following Contingencies, if the letter set against it appears on the Schedule.

The maximum We will pay in respect of any one claim will not exceed

- (1) the Limit of Indemnity on each item  
or
- (2) the Maximum Limit of Liability  
or
- (3) any other maximum amount payable or Limit of Liability specified in the Schedule.

### Contingencies

#### (1) Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse of Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

### Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

# Asset Protection Engineering continued

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) fire, lightning or explosion (except Explosion as defined in this Section)
  - (b) aircraft or aerial devices or articles dropped from them
  - (c) storm, flood or inundation from the sea
  - (d) water leaking or discharged from any sprinkler installation
  - (e) subsidence, ground heave or landslip
  - (f) theft or attempted theftregardless of any other contributory cause.
- (2) the cost of remedying or repairing
  - (a) gradual deterioration or wear and tear.
  - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures.
  - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Plant or Machinery which is subject to steam or fluid pressure.However We will indemnify You for any consequent Damage to Plant or Machinery insured under this Section.
- (3) the cost of any maintenance work.
- (4) Damage caused by the use of crane(s) unless the lifting operation complies fully with the requirements of BS7121 or any other that replaces it.
- (5) any penalty
  - (a) for delay or detention.
  - (b) in connection with guarantees or performance or efficiency.
  - (c) for liquidated damages or consequential loss.
  - (d) for liability not specifically provided by this Section.
- (6) tyres damaged by
  - (a) the application of brakes.
  - (b) punctures or bursts.

- (7) Damage caused by Your wilful act or wilful neglect.
- (8) Damage to experimental or prototype Plant or Machinery.
- (9) Damage caused by the chipping of painted surfaces or scratching of any surfaces.
- (10) The Excess stated in the Schedule.

We will deduct The Excess in respect of any claim or all claims arising out of one cause.

If more than one Excess is stated in the Schedule the highest amount will apply.

## Conditions

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for the claim.

### (1) Maintenance

You must maintain all Plant or Machinery in accordance with the manufacturers recommendations.

## Clauses

The following clauses apply to this Section.

### Additional Plant or Machinery

We will indemnify You in respect of Damage to additional Plant or Machinery of a similar type to that specified in the Schedule subject to the Limit of Indemnity provided that You

- (1) tell Us of any additional Plant or Machinery before the end of the Period of Insurance in which it was installed and ready for use and pay an agreed additional premium.
- (2) comply with current law for examination and certification of Plant or Machinery before it is used.

We will not indemnify You in respect of

- (a) Plant or Machinery that is unsuitable for its purpose
- (b) material defects that You are aware of in the additional Plant or Machinery.

# Asset Protection Engineering continued

## Basis of Settlement - Reinstatement

In the event of Damage insured by Contingency (1) the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Plant or Machinery or other property insured by this Section subject to the following conditions

- (1) if Plant or Machinery or other property insured is destroyed We will pay for its replacement by similar Plant or Machinery or property in a condition as good as but not better or more extensive than its condition when new. If Plant or Machinery or other property is damaged We will pay the cost of repairs but will not pay more than We would have if the Plant or Machinery or other property had been completely destroyed.
- (2) the Plant or Machinery or other property may be replaced on another site in a manner suitable to Your needs but this must not increase Our liability.
- (3) all work must begin and be carried out as quickly as possible.

We will not indemnify You under this clause if

- (a) the parts necessary for repairs are not available at the manufacturers listed prices in which case We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
- (b) (i) the normal working environment of the Plant or Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises  
(ii) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture

in which case the basis of settlement will be indemnity.

## Debris Removal

We will indemnify You in respect of costs and expenses incurred with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring up or propping

of the Plant or Machinery or other property which has suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of Plant or Machinery or other property not insured by this Section
- (c) more specifically insured.

The maximum We will pay for any or all claims arising out of cause is £25,000.

## European Union and Public Authorities

In the event of Damage We will pay the additional cost of reinstating the Plant or Machinery or other property insured by this Section necessary to comply with any

- (1) European Union Legislation
- (2) Act of Parliament
- (3) Bye-Laws of any public authority.

We will not indemnify You for

- (a) costs incurred
  - (i) for Damage not insured by this Section
  - (ii) where notice was served on You before the Damage occurred
  - (iii) where an existing requirement must be completed within a stipulated period
  - (iv) in respect of Plant or Machinery or other property insured which has not suffered Damage
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

## Loss Avoidance Measures

We will indemnify You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Plant or Machinery which would otherwise be inevitable provided that

- (a) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken
- (b) the Policy terms exceptions clause and conditions shall apply as if Damage had occurred.

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

## Asset Protection Engineering continued

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We will not pay for Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us

You are not entitled to abandon property to Us.

### **Supplementary Expenses**

We will, at Our discretion, pay additional costs and expenses incurred as a result of

- (1) temporarily repairing Damage to Plant or Machinery and
- (2) ensuring the Damage to Plant or Machinery is repaired as soon as possible.

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

### **Temporary Hire of Replacement Plant or Machinery**

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

The maximum We will pay for any or all claims arising out of cause is £25,000.

### **Temporary Removal**

We will indemnify You in respect of Damage to Plant or Machinery whilst temporarily removed for a period not exceeding six months anywhere in the world including transit for the purposes of The Business or for cleaning, renovating or repair.

The maximum We will pay in respect of any one claim for Damage to Plant or Machinery during transit by sea or air is £100,000

Exception (1) will not apply to the Clause.

# Revenue Protection

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## Loss of Rent and Alternative Accommodation Expenses Section

### Cover

We will indemnify You if Your Residential Building or any of Your Residential Units can not be lived in or if access to them is denied as a result of Damage insured under the Property Damage Section in respect of

- (1) (a) loss of rent (including ground rent and management charges) You should have received but have lost
  - (b) (i) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - (ii) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee residing in the Residential Building or Residential Unit, where such pets are not permitted in any alternative accommodation
- (2) temporary storage of Your furniture.

The maximum We will pay will be the value stated in the Schedule.

The payment made for each Residential Unit may be adjusted according to the percentage contribution made by each unit towards the ground rent and/or total management charges of the Residential Building.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

# Asset and Revenue Protection

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## Terrorism Section

### Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Act of Terrorism

Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM government in the United Kingdom or any other government de jure or de facto.

#### Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into the network addresses, the exploitation of systems or network weaknesses and the generation of excess or non genuine traffic between or amongst networks.

#### Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We shall deduct from each and every claim at each separate location.

You will repay any such amount paid by us.

#### Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether the property of You or not.

#### Head/Heads of Cover

Any of the following types of direct insurance cover:

1. Buildings and completed structures
2. Other property insured
3. Business interruption
4. Book debts

insured under this policy.

#### Nuclear Installations

Any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for

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

#### Nuclear Reactor

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

#### Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

#### Private Individual

Any person other than

- 1) A company, association or partnership
- 2) A trustee or body of trustees where insurance is arranged under the terms of a trust
- 3) A person who owns Residential Property for the purpose of their business as a sole trader
- 4) A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied.

Note:

- a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property; and
- b) where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the Property Insured, they will be deemed to be a Private Individual in respect of that property.

# Asset and Revenue Protection

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## Residential Property

- 1) Private dwelling houses and flats.
- 2) Household goods and personal effects.

## Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

## 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.

This includes but is not limited to trojan horses, worms and logic bombs.

## Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to Property Insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this Policy where the Head of Cover is otherwise insured.

## Exceptions

The following exceptions apply to this Section:

- 1) We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
  - (a) the alteration, modification, distortion, corruption of or damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) or
  - (b) any alteration, modification, distortion, erasure or corruption of data processed by any such computer, or other equipment, component, system or item

whether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack.

- (c) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 2) We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
  3. We will not indemnify You in respect of losses arising under any of the Heads of Cover as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.

## Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet)

- 1) The insurance provided by this Section is subject to all the Definitions, Conditions, Clauses, Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions, Conditions Precedent and Policy Conditions except:
  - a) any which provide for adjustments of premium
  - b) any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c) any provision for the automatic reinstatement of sums insured
  - d) any Long Term Undertaking.

and providing that if there is conflict between this Section and the rest of the Policy, this Section shall prevail.

- 2) We will not indemnify You under this Section unless and until
  - a) The Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism, as defined in this Section  
or in the event of the Treasury refusing to issue such a certificate
  - b) a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism, as defined in this Section.



# Asset and Revenue Protection

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- 3) We may cancel the cover provided by this Terrorism Section
  - a) By sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period  
  
or
  - b) Immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. We will not refund any instalment paid.
- 4) In any action or suit or proceedings where we allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You.

## Conditions Precedent

It is a Condition Precedent to Our liability that:

- 1) You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies
- 2) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.

# Legal Liabilities Employers' Liability

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## Employers' Liability Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### **Bodily Injury**

Bodily injury including death, illness, disease or nervous shock.

#### **Compensation**

Damages, including interest.

#### **Costs and Expenses**

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

- (2) Cost and expenses

incurred with Our written consent

- (3) Any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

#### **Limit of Indemnity**

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

#### **Territorial Limits**

- (1) Anywhere in the world in connection with The Business conducted by You from premises within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
- (2) Anywhere in the world where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Business.

## Cover

We will indemnify You in respect of

- (1) Your legal liability to pay Compensation to any Employee  
and
- (2) Costs and Expenses

as a result of Bodily Injury caused in the course of The Business, during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

### **(1) Additional Activities**

The Business includes

- (a) ownership, use and upkeep of The Premises, vehicles and plant.
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (c) first aid, fire, security and ambulance services.
- (d) participation in exhibitions.
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

### **(2) Contractual Liability**

We will indemnify You in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not indemnify You in respect of any agreement for or including the performance of work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **(3) Cross Liabilities**

We will indemnify each party

- (a) named as the Policyholder in the Schedule
  - (b) entitled to indemnity under this Section
- as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

# Legal Liabilities Employers' Liability

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## (4) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
  - (i) any director, partner or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

## (5) Legal Expenses arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses incurred with Our written consent in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of
  - (a) fines or penalties.
  - (b) proceedings resulting from any deliberate act or omission by any party to be indemnified.
  - (c) proceedings relating to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

## (6) Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

## (7) Payment for Court Attendance

We will compensate You, if at Our request, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay is

- (a) for each director or partner      £250 per day.
- (b) for each Employee                      £150 per day.

## (8) Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- (a) damages
- (b) costs

unpaid six months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- (a) the Bodily Injury was caused
  - (i) in the course of The Business
  - and
  - (ii) during the Period of Insurance.
- (b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- (c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

## (9) Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

# Legal Liabilities Employers' Liability

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(2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any person other than an Employee.
- (3) in respect of any fine
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

(Also refer to the Policy Conditions at the back of his policy booklet).

## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this policy booklet).

We will not provide indemnity in respect of

- (1) legal liability as a result of work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle or
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
- (3)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

# Legal Liabilities Public and Products Liability

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## Public and Products Liability Section

### Definitions

(Also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

- (1) fees for Your legal representation
- (2) costs and expenses incurred with Our written consent
- (3) any claimant's legal costs for which You are legally liable

in conjunction with any event which is or may be the subject of indemnity under this Section

#### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

#### Limit of Indemnity

The maximum amount, stated in the Schedule which We will pay in respect of any or all events arising out of one original cause.

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all events occurring in any one Period of Insurance.

#### Personal Injury

- (1) Bodily Injury
- (2) wrongful
  - (a) arrest, detention or imprisonment

- (b) eviction
- (c) accusation of shoplifting.

#### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in Your custody or control or that of any Employee.

#### Property

Material property.

#### Territorial Limits

- (1) Anywhere in the world in connection with The Business conducted by You from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or offshore installations within the Continental Shelf around such territories.
- (2) Anywhere in the world where You or any employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in The Business.

### Cover

We will indemnify You in respect of

- (1) Your legal liability for Compensation
- (2) Costs and Expenses as a result of accidental
  - (a) Personal Injury
  - (b) Damage to Property
  - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- or
- (2) Canada

The maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

# Legal Liabilities Public and Products Liability

## Clauses

### (1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

### (2) Contractual Liability

We will indemnify You in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not indemnify You in respect of any agreement for or including the performance of work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### (3) Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### (4) Data Protection Act 1998

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and defence costs
- (b) legal liability for Compensation to an individual
  - (i) the subject of personal data You hold and
  - (ii) who suffers damage or distress caused by
    - inaccuracy of data
    - loss of the data
    - unauthorised destruction or disclosure of the data
    - unauthorised access to the data

arising from proceedings brought against You under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £250,000

We will not indemnify You in respect of

- (1) (a) Personal Injury other than as provided by this Clause.
  - (b) Damage to Property Insured.
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence.
  - (d) libel, slander or defamation.
- (2) consequential loss.
- (3) liability
  - (a) as a result of You having authorised the destruction or disclosure of the data.
  - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order.
  - (a) for rectification or erasure of data.
  - (b) requiring the data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
  - (a) Employee if the Employers Liability Section of this policy is not in force.
  - (b) third party if the Public and Products Liability Section of this policy is not in force.

### (5) Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such premises.

# Legal Liabilities Public and Products Liability

## (6) Indemnity to Individual Owners

We will indemnify the Resident of any Residential Unit against legal liability for which You would be entitled to indemnify under this Section if the claim had been made against You provided that such Resident will be subject to the terms of this Section as far as they can apply.

We will not indemnify the Resident for liability arising as the occupier of any Residential Unit.

## (7) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
  - (i) any director, partners or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnify if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

## (8) Legal Expenses arising from Consumer Protection Act and Food Safety Act

We will indemnify You, and at your request, any director, partner, proprietor or Employee of Yours in respect of

- (a) costs of prosecution awarded against You or any director, partner or Employee of Yours
- (b) legal fees and expenses incurred with Our written consent for defending proceedings including appeals

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

Provided the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, Isle of Man or the Channel Islands and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) if indemnity is provided by any other insurance.

## (9) Legal Expenses Arising from Health and Safety legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee of Yours in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee of Yours

arising from any health and safety inquiry or criminal proceedings in respect of any breach of health or safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
  - (a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
  - (b) proceedings relating to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy.

## (10) Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

# Legal Liabilities Public and Products Liability

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We will not indemnify You in respect of

- (a) the first £250 of any claim caused other than by fire or explosion.
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement.
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

## (11) Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- (a) Bodily Injury  
and/or
- (b) Damage to Property  
arising out of the use
  - (i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands  
and
  - (ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

We will not indemnify You

- (1) in respect of Damage to the vehicle or goods carried in or on the vehicle
- (2) while the vehicle is being driven by
  - (a) You
  - (b) a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) if indemnity is provided by another insurance policy.

## (12) Overseas Personal Liability

We will indemnify

- (a) You
- (b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

- (i) Bodily Injury

and/or

- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) if indemnity is provided by another insurance policy.

## (13) Payment for Court Attendance

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

The maximum We will pay is

- (a) for each director or partner       £250 per day.
- (b) for each Employee                 £150 per day.

## (14) Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

- (1) stored for a fee or other consideration
- (2) in Your custody or control for the purposes of being worked on.



# Legal Liabilities Public and Products Liability

## (15) Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any fine
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this booklet).

- (1) We will not indemnify You in respect of legal liability as a result of
  - (a) Personal Injury to an Employee
  - (b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
    - (i) aircraft, aerial device or hovercraft
    - (ii) watercraft exceeding 8 metres in length
    - (iii) motor vehicle or trailer or plant in circumstances to which road traffic legislation applies. Provided there is no more specific insurance in force, this does not apply to
      - the loading or unloading of vehicles or trailers

or

- the circumstances described in the Motor Contingent Liability Clause.
- (c) Damage to Property
    - (i) which You own or is loaned, leased, hired or rented to You
    - (ii) which is held in trust or in the custody or control of
      - You
      - any Employee
      - any other party who is carrying out work on Your behalf
  - (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).
  - (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions or advice by You, any Employee or any party who is carrying out work on Your behalf.
  - (f)
    - (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
    - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by a sudden, identifiable, unintended and unexpected incident which occurs 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 time such incident takes place.

- (g)
  - (i) Work in or on and travel to, from or within
    - or
  - (ii) Products Supplied to any offshore
    - accommodation, exploration, drilling or production rig or platform
    - support vessel

# Legal Liabilities Public and Products Liability

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(h) Bodily Injury or Damage to Property arising from Products Supplied other than

- (i) the sale or supply of food and drink.
- (ii) the disposal of furniture and furnishings previously used in the course of The Business.

(i) any work undertaken by You involving:

- excavation
- site clearance
- construction
- erection
- structural extension
- demolition

of or to any Residential Building.

(j) Your occupation of any Residential Building or any Residential Unit

(k) Bodily Injury or Damage to Property arising from incidents involving any dog described in Section 1 of the Dangerous Dogs Act 1991.

(2) We will not provide indemnity in respect of

(a) recalling or making refunds in respect of Products Supplied

(b) (i) liquidated damages

(ii) penalty clauses

(iii) fines

(iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

(c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied.

(d) the Excess.

(e) (i) exposure to

(ii) inhalation of

(iii) fears of the consequences of exposure to or the inhalation of

(iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying.

## Conditions Precedent

The following Condition Precedent applies.

### (1) Unoccupancy

It is a Condition Precedent to Our liability that when a Residential Building or a Residential Unit is Unoccupied You must ensure that

- (a) all external doors are securely locked
- (b) all accessible windows are securely fastened
- (c) an internal and external inspection of the property is made every 7 days and all waste including accumulated mail is removed from the property
- (d) all main services are turned off and the water system is turned off and drained down

## Property Owners Legal Protection

### Definitions

(Also refer to the policy definitions at the front of the policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0345 300 1899 without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on 0345 300 1899 and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

#### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

#### Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

#### Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.

- (b) if the Insured Person
  - (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
  - (ii) Works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

#### Costs and Expenses

- (1) All reasonable and necessary legal or accounting costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

#### Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C - Tax).
- (2) In all criminal cases, when the Insured Person broke or is alleged to have broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers compliance and Value Added Tax disputes, when the relevant authority sends an assessment or written decision to You.
- (5) Licence or registration appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

#### Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

#### Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur

#### Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business

# Legal Liabilities Property Owners Legal Protection

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- (3) any employee of Yours under a contract of employment with You.

## Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight area where errors have or may occur

## Legal Proceedings

Legal action for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

## Limit of Indemnity

The maximum amount stated in the Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with the business as stated in the Schedule.

## Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf

## Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2(4)) and 6 Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

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

## Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in the Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any legal proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity.

## Contingencies

### 1A - Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible following

- (1) any event which causes or could cause physical damage to such material property
- (2) any nuisance or trespass

provided that in the event of physical damage to The Premises let under either

- (a) an assured shorthold tenancy
- (b) a short assured tenancy
- (c) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988) the amount in dispute exceeds £1,000

and/or

- (3) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by You or for which You are responsible.

# Legal Liabilities Property Owners Legal Protection

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We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation
    - or
    - (ii) use in work to be carried out by You
- (3) mining subsidence
- (4) a motor vehicle whilst being driven by an Insured Person

## Contingency Conditions

- (1) You must prepare prior to the grant of the tenancy, a detailed inventory allowing space for comments to be made as a condition of the items in the inventory on check in and comments to be made later on check out of the premises.
- (2) You must conduct regular inspections of The Premises (by reference to such inventory) at no less intervals than every six months.
- (3) You must as soon as possible after a tenant has checked out or has otherwise vacated the premises, prepare a detailed Schedule of Dilapidations.

## 1B - Residential Repossession

We will indemnify You in respect of

- (1) Your legal rights in trying to get possession of The Premises that You have let under either
  - (a) an assured shorthold tenancy
  - (b) a short assured tenancy
  - (c) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988).

You must be trying to get possession under

- (i) Schedule 2 Part 1
  - ground 1 - Landlords former or intended occupation
  - ground 2 - Landlords Mortgage default
  - ground 3 - Out of season holiday letting

- ground 4 - Out of term letting by an educational institute
- ground 5 - Property required for a minister of religion
- ground 6 - Demolition or substantial works to premises
- ground 7 - Death of Tenant
- ground 8 - Statutory minimum rent arrears

of the Housing Act 1988 as amended by the Housing Act 1996

(ii) Schedule 5 Part 1

- ground 1 - Landlords former or intended occupation
- ground 2 - Landlord default of a heritable security
- ground 3 - Out of season holiday letting
- ground 4 - Out of term letting by an educational institution
- ground 5 - Property required for a minister of religion
- ground 6 - Demolition or substantial works to premises
- ground 7 - Death of Tenant
- ground 8 - Statutory minimum rent arrears

of the Housing (Scotland) Act 1988

You must give the tenant the correct notices telling him or her that You want possession of The Premises.

- (2) Your legal rights in trying to get possession of The Premises that You have let within Northern Ireland, the Isle of Man or the Channel Islands.
- (3) Your legal rights in trying to get possession of The Premises if You have let The Premises to a limited company or partnership and The Premises has been let for people to live in.
- (4) Your legal rights in trying to get possession of The Premises if You have let The Premises and You live in The Premises as the landlord
- (5) Your legal rights to evict anyone in The Premises who has not got Your permission to be there.
- (6) Your legal rights to recover any rent Your tenant owes You for The Premises
- (7) We will pay hotel expenses while You try to get a possession order for The Premises so You can live in it.

# Legal Liabilities Property Owners Legal Protection

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We will not indemnify You in respect of

- (1) any dispute with Your tenant where the cause of action arises within the first 90 days of the start of this cover and the tenancy agreement commenced prior to the start of this cover
- (2) any claim relating to registering rents, reviewing rents, buying the freehold of The Premises or any matter that relates to rent tribunals, land tribunals or rent assessment committees unless You are defending an action brought against You by Your tenant
- (3) any claim related to someone legally obtaining The Premises whether You are offered money or not or restrictions or controls placed on The Premises by any government or public or local authority unless the claim is for accidental physical damaged caused by any of the above
- (4) any claim relating to work done by any government or public or local authority unless the claim is for accidental physical damage by any of the above.

## 1C - Residential Tenant Default

We will provide an indemnity for any rent Your tenant owes You up to vacant possession under

- (1) an assured shorthold tenancy
- (2) a short assured tenancy
- (3) an assured tenancy

provided that such arrears occur during the tenants occupation of The Premises.

We will not indemnify You for

- (a) more than 12 monthly payments
- (b) the first calendar month rent owed to You.

## Conditions to Contingency 1C

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You shall

- (1) not allow an adult tenant into possession other than on the basis of an already completed written tenancy agreement duly signed by all parties.
- (2) ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy.
- (3) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last five years against the proposed tenant by name.

- (4) not allow a tenant into possession with an unsatisfied County Court Judgement or a Sheriff Court Decree or if they are an undischarged bankrupt.
- (5) not let The Premises as student accommodation.
- (6) prior to the grant of any tenancy obtain a minimum of three satisfactory references including one from the tenant's employer (unless retired), a financial reference (e.g. a bank) and one other referee. If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, You should not proceed with letting. On the making of any claim You should be in a position to forward not only copies of the notices to Us but also copies of the letters requesting the same. You should not allow the tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in Your or the managing agent's bank account (or alternatively cash has been received).
- (7) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings.
- (8) ensure that all statutory and/or pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient/s of the notice.
- (9) keep clear, up-to-date rental records.
- (10) ensure that where a tenant makes payment of arrears of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings. Where the tenant is a limited company, You must seek advice from Our 24 hour legal helpline, before any arrears are accepted.
- (11) ensure that any claim is submitted to Us within 90 days of the rent falling into arrears.
- (12) reply promptly to any request by Us or the Appointed Lawyer for information and if requested by any of these parties to send the originals of any document.
- (13) send a letter threatening legal action within 45 days of rent falling into arrears.



# Legal Liabilities Property Owners Legal Protection

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## 2 - Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of legal proceedings when dealing with the
  - (a) Police
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2B Data Protection

- (1) We will defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998)
- (2) We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

### 2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance

### 2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of
  - (a) sex
  - (b) sexual orientation
  - (c) race
  - (d) disability

(e) age

(f) religious belief

(g) political opinion

- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees

### 2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business

### 2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service provided that

- (1) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
- (2) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2B (1).

### 2G Disciplinary Hearings

We will defend an Insured Person if an event results in a disciplinary case brought against an Insured Person by a regulatory authority or professional body.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 3 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or of services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

# Legal Liabilities Property Owners Legal Protection

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy.
  - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
  - (c) a loan, mortgage, pension or any other financial product and choses in action.
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You.
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person.
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## 4 - Debt Recovery

We will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings

- (c) a loan, mortgage, pensions or any other financial product and choses in action
  - (d) a motor vehicle owned by, hire or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You.
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

## 5A – Tax Protection

We will represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry carried out by the HM Revenue and Customs, or in any dealings with HM Revenue and Customs in respect of a tax Intervention Enquiry.

The maximum amount We will pay for Aspect Enquiries in respect of any one claim is the limit stated in the Schedule.

The maximum amount We will pay for Intervention Enquiries is £2,000.

## 5B - Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn

or

- (2) Social Security Regulations

following a review by the HM Revenue and Customs or the Department of Social Security Contributions Agency.

## 5C - VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Customs and Excise in respect of value added tax due.

## Condition to Contingencies 5A, 5B and 5C

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.



# Legal Liabilities Property Owners Legal Protection

## Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax.
- (2) in respect of any claim arising from any investigations or enquiries undertaken by the Inland Revenue Special Investigation Section or Special Compliance Office.
- (3) in respect of any claim arising from any investigations or enquiry by HM Customs and Excise into alleged dishonesty or alleged criminal offences.
- (4) in respect of any claim arising from a tax avoidance scheme.
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and Intervention Enquiries in respect of any one claim.

## 6A - Employment Disputes

We will represent You in defending Your legal rights

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in legal proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in legal proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (b) a prospective Insured Personarising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

## 6B - Compensation Awards

We will indemnify You in respect of

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through ACAS Arbitration scheme, under a judgement made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 6A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision.
- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) pregnancy or maternity rights
  - (c) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (d) statutory rights in relation to trustees of occupational pension schemes
  - (e) statutory rights in relation to Sunday shop and betting work.
- (3) any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.

## Conditions to Contingency 6B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

- (1) Performance and/or Conduct

In cases relating to performance and/or conduct, throughout the dispute, You have either

- (a) followed the ACAS Code of Disciplinary

Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service

or

# Legal Liabilities Property Owners Legal Protection

(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or

(c) sought and followed the advice from Our 24 hour legal helpline (0345 300 1899).

## (2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under employment legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

## (3) Redundancy

In respect of any compensation award for

(a) redundancy

(b) alleged redundancy

(c) unfair selection for redundancy

You have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (0345 300 1899).

## (4) Compensation Awards

In respect of compensation awards,

(a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument.

(b) is approved by Us in writing.

## 6C - Service Occupancy

We negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

## 7 - Bodily Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury, to them.

We will not indemnify You in respect of any claim relating to

(1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

(2) defending the legal rights of an Insured Person or their family members other than defending a counter claim.

(3) a motor vehicle whilst being driven by an Insured Person or their family members.

## 8 - Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or British Standard Certificate of Registration.

We will not provide indemnity in respect of

(1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration.

(2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

## Section Exceptions - Applying to all Contingencies

The following Exceptions apply to this Section.

(Also refer to the policy exceptions at the back of this policy booklet).

We will not provide indemnity in respect of any claim

(1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy.

(2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim.

(3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative.

(4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)

- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute Us not catered for in Section Conditions 6 and 7
- (9) for an application for judicial review
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy
- (11) notified under this policy when, either at the start of or during the course of the claim You
  - (i) are bankrupt
  - (ii) have filed a bankruptcy petition or winding-up petition
  - (iii) have made an arrangement with creditors
  - (iv) have entered into a deed or arrangement
  - (v) are in liquidation
  - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

## Section Conditions - Applying to all Contingencies

The following Conditions apply to this Section.

(Also refer to the policy conditions at the back of this policy booklet).

### (1) Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

### (2) Claims – legal representation

- (a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an alternative appointed representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by us and represent an Insured Person according to our standard terms of appointment.

### (3) Claims – our rights and your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An Insured Person must co-operate fully with us and the appointed representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

#### (4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

#### (5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

#### (6) Disputes

If any difference arises between Us and an Insured person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in our complaints procedure stated under our Promise of Service.

#### (7) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

#### (8) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be

## Endorsements and Conditions

The following Endorsements and Conditions apply to this Section.

(Also refer to the Policy Endorsements and Conditions at the back of this policy booklet.)

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

# Legal Liabilities Directors and Officers Liability

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## Directors and Officers Liability Section

### Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Claim

- (1) any written demand, suit or arbitration proceeding made or commenced against any Insured Person in respect of damages for Loss caused by a Wrongful Act
- (2) any allegation of a Wrongful Act communicated to the Insured Person
- (3) any administrative or regulatory proceedings, civil or criminal, official investigation or arbitration in relation to any Wrongful Act alleged to have been committed by the Insured Person
- (4) any criminal prosecution of an Insured Person as a result of a Wrongful Act

first made and notified to Us during the Period of Insurance

A series of Claims arising out of or which are attributable to or which are otherwise causally connected with a single Wrongful Act, shall constitute a single Claim for the purposes of this Section and shall be deemed to have originated in the earliest period of insurance in which a Claim is first made against You or the Insured Person.

#### Defence Costs

Legal costs, charges and expenses (including disbursements) reasonably incurred by the Insured Person in the defence, investigation and appeal of any Claim with Our prior written consent. However, it shall not include overhead or benefit expenses associated with salaries, wages and fees of Insured Persons or Your Employees or Value Added Tax (VAT)

#### Insured Persons

- (1) any natural person who is or has been or who may during the Period of Insurance become a director or officer, trustee or committee member of the association whether salaried or not.
- (2) the heirs, spouses, estate, legal representatives of (1) above in the event of their death, incapacity or bankruptcy

other than in any capacity as external auditor, receiver, administrator, administrative receiver, supervisor or liquidator.

#### Limit of Indemnity

The limit of indemnity as specified in the Schedule

#### Loss

Sums which an Insured Person is legally liable to pay in respect of

- (1) claimant's costs and expenses
- (2) damages, compensation, contributions, judgements or settlements concluded with Our prior written consent

provided that Loss does not include

- (a) civil or criminal fines or penalties imposed by law
- (b) non-compensatory damages including punitive or exemplary damages (other than damages awarded for libel and slander)
- (c) taxes
- (d) any amount for which the Insured Persons are not legally liable
- (e) matters which are uninsurable under law in the country to whose laws the Claim is subject.

#### Pollutants

Any solid, liquid, gaseous or thermal irritant or containment including but not limited to: smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. Waste materials include, but are not limited to: recycled, reconditioned or reclaimed materials.

#### Pollution

Pollution includes but is not limited to the actual, alleged or threatened discharge, release, seepage, escape or disposal of Pollutants into or on real or personal property, water of the atmosphere or contamination thereof.

#### We/Us/Our/Aviva

Aviva Insurance UK Limited

#### Wrongful Act

- (1) Any actual or alleged
  - (a) breach of trust
  - (b) breach of duty
  - (c) neglect

# Legal Liabilities Directors and Officers Liability

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- (d) error
  - (e) mis-statement
  - (f) misleading statement
  - (g) libel
  - (h) slander
  - (i) omission
  - (j) breach of warranty of authority
  - (k) wrongful trading
- (2) any other act wrongfully committed or attempted by the Insured Persons in their capacities as directors or officers of The Business
- (3) any Claim made against an Insured Person alleging a Wrongful Act committed in their capacities as directors, officers, trustees or committee members.

## Cover

- (1) Directors and Officers Liability
- We will indemnify the Insured Person for any
- (a) Loss
  - and
  - (b) Defence Costs
- arising from any Claim in respect of a Wrongful Act, except and to the extent that the Insured Person is indemnified by You.
- (2) Company Reimbursement
- We will indemnify You for any
- (a) Loss
  - and
  - (b) Defence Costs
- arising from any Claim in respect of a Wrongful Act, but only when and to the extent that You are required or permitted to indemnify the Insured Person for such Loss.

The total aggregate amount We will pay in respect of any Claims in any one Period of Insurance including Defence Costs shall not exceed the Limit of Indemnity as specified in the Schedule.

## Clauses

### (1) Advancement of Defence Costs

We shall advance to You or the Insured Person any Defence Costs payable under this Section prior to the final resolution of a Claim.

- (a) Any Defence Costs advanced by Us shall be repaid by You or the Insured Person severally according to their respective interests in the event and to the extent that You or the Insured Person shall not be entitled to payment of the Loss under the terms and conditions of this Section
- (b) In the event and to the extent that You are permitted to indemnify the Insured Person but for whatever reason fail to do so, We shall advance all Defence Costs to the Insured Person on Your behalf. However, the Excess amount stated in the Schedule shall be repaid to Us by You.

### (2) Joint Property Liability

We shall pay on behalf of the spouse of an Insured Person any Loss and/or Defence Costs arising from any Claim made against him or her in respect of a Wrongful Act solely by reason of the person concerned having the status of the lawful spouse of such Insured Person (including a Claim seeking the recovery of marital property transferred from an Insured Person to his or her spouse) provided that this extension shall not afford cover for any Claim for any Wrongful Act of the spouse.

## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this booklet).

- We will not provide indemnity in respect of
- (1) any Claim arising from or attributable to
    - (a) bodily injury
    - (b) mental or emotional anguish
    - (c) sickness
    - (d) disease
    - or
    - (e) deathof any person
  - (2) any circumstance
    - (a) notified, or which should have been notified under any insurance which was in force prior to the Period of Insurance

## Legal Liabilities Directors and Officers Liability

- (b) which was known to or ought reasonably to have been known by any Insured Person at the inception date of this Period of Insurance and which might subsequently give rise to a Claim under this policy.
- (3) any
- (a) fines
- (b) penalties
- (c) punitive or exemplary damages
- or any other form of Loss which is uninsurable at law in the country to whose laws the Claim is subject where such can be identified separately within an award of a court
- (4) any Claim arising out of an Insured Person's position as a trustee or fiduciary under law (statutory or non-statutory including common law) or administrator of any pension, profit sharing, superannuation scheme or employee benefits programme established or maintained to provide benefits to Your employees, including but not limited to, an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employment Retirement Income Security Act (ERISA) 1974 (USA) or the Pensions Act 1995 (UK) and any subsequent re-enactments thereto.
- (5) any Claim directly or indirectly relating to or arising from or in any way connected with Pollution.
- (6) any Claim arising from
- (a) or attributable to proceedings issued, commenced prior to or pending at the Prior and Pending Litigation Date specified in the Schedule
- (b) matters the same as alleged or established in such proceedings
- where the existence of such proceedings was known to the Insured Persons seeking an indemnity in respect of such Claim or to Us prior to the Prior and Pending Litigation Date specified in the Schedule
- (7) any Claim or circumstance arising from
- (a) the rendering or failure to render professional services or professional advice
- or
- (b) a breach of or alleged breach of any contract for the provision of professional services or professional advice

- (8) any Claim made against an Insured Person or You brought by or on behalf of
- (a) an employee
- (b) a former employee
- (c) or prospective employee
- arising out of, or relating to, a contract of employment with You or any dispute arising from an alleged breach of their statutory rights under employment legislation.
- (9) any Claim or circumstance arising from or in consequence of
- (a) any deliberate fraudulent act or deliberate fraudulent omission or any wilful violation of any statutory civil or common law by the Insured Person if a judgement or other final adjudication establishes such fraudulent act or omission.
- (b) the Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (10) any Claim in respect of a Wrongful Act by an Insured Person whilst acting in the capacity of a director or officer, trustee or committee member of any other company or non-profit organisation
- (11) any Claim arising from or attributable to actions, suits or proceedings brought in the United States of America and its territories or Canada.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

## Condition Precedent

The following Conditions Precedent apply.

### (1) Territory

It is agreed that this policy does not apply to Claims arising from or attributable to actions, suits or proceedings brought in the United States of America and its territories or Canada

### (2) The Insured Person or You shall

- (a) give notice in writing to Us within 10 days of
- (i) becoming aware of any circumstance which might reasonably be expected to give rise to a Claim
- or



# Legal Liabilities Directors and Officers Liability

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- (ii) on discovering any Loss or receiving information of any Claim for which there may be liability under this Section, irrespective of the Excess or the Insured Person's or Your view as to the validity of the Claim

any Claim arising from circumstances notified to Us shall be deemed to have been made during the period of insurance in which such notice is or was first given.

- (b) forward every letter, Claim, Claim form, writ, summons and process to Us immediately on receipt.
- (c) not admit liability for or settle any Claim or incur any Defence Costs without Our written consent or take any action or permit an omission that might prejudice Us. We shall be entitled at Our own expense to take over and conduct in Your name or the name of the Insured Person the defence or settlement of any such Claim.

## Conditions

The following Conditions apply

### (1) Allocation

If an Insured Person or You incurs both Loss and Defence Costs covered by this Section and losses and defence costs not covered by this Section because

- (a) a Claim is made against both an Insured Person or You
- (b) a Claim or investigation includes both Loss and Defence Costs which are covered and those which are not

We shall

- pay 100% of Defence Costs and in respect of Loss agree to negotiate in good faith with the Insured Person or You to seek to determine a fair and equitable allocation of the loss incurred, taking into account the relative legal exposure of the parties.

If We and the Insured Person or You disagree about the allocation in respect of a Loss

We and the Insured Person or You can mutually agree a Queen's Counsel to decide the matter.

If We cannot agree with the Insured Person or You about the choice of the Queen's Counsel, We shall ask the Chairman of the Bar Council to choose a suitably qualified person.

Where reference to a Queen's Counsel is required, the incurred costs will be split equally between Us and the Insured Person against whom the Claim is made.

Any allocation or payment of Defence Costs shall not create any presumption or precedent as to the allocation of other Loss.

### (2) Authorisation

It is agreed that You shall act on behalf of the Insured Persons and all other persons who may be entitled to benefit under this Section with respect to

- (a) the giving and receiving of notice of Claims or termination
- (b) the payment of premiums and the receiving of any return premiums that may become due under this Section
- (c) the negotiation, agreement to and acceptance of endorsements
- (d) the giving or receiving of any notice provided for in this Section (except in respect of the Insured Person's ability to elect the Extended Reporting Period) and the Insured Persons agree that You shall act on their behalf

### (3) Liquidation

In the event that You go into liquidation, this Section shall remain in force until the expiry date of the Period of insurance unless cancellation is requested by all Insured Persons

### (4) Notices

- (a) any notice or consent to be given under this Section shall be in writing and shall be delivered personally, sent by pre-paid courier service, registered post, facsimile machine, telex or electronic mail.

any such notice shall be deemed to have been given and received when so personally delivered or when received by prepaid courier service, registered post, facsimile machine, telex or electronic mail

- (b) notice to Us shall be sent to Us at the address specified in the Schedule
- (c) notice to You or the Insured Persons shall be sent to Us at the address specified in the Schedule
- (d) both parties may change its address by giving written notice to the other.



# Legal Liabilities

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## **(5) Other Insurances**

We shall not be liable for any Loss or Defence Costs incurred except and to the extent that any amount is in excess of that which is or would have been payable in respect of any Claim if the Insured Person has cover under another insurance policy.

## **(6) Queen's Counsel**

We shall not be required to contest or continue to contest any Claim, suit or proceedings if at any stage of such Claim, suit or proceedings a Queen's Counsel (to be mutually agreed by Us and the Insured Persons or in default of such agreement to be nominated by the then Chairman of the Bar Council) shall advise that the defence of such proceedings (or any appeal) does not have reasonable prospects of success.

The cost of any reference to a Queen's Counsel under this clause shall be shared equally by the Insured Persons against whom a Claim is made.

## **(7) Representation**

We have the right but not the duty to approve or appoint lawyers to act for or represent the Insured Persons in respect of any Claim for which cover is given.

## **(8) Restriction of Cancellation**

The Insured Persons or You will not have the right to require cancellation of this Section or any material reduction in the cover. Any such cancellation or reduction sought shall only be granted at Our discretion and shall not be effected unless and until We are reasonably satisfied that such cancellation or reduction has been sanctioned by the Insured Persons whose rights under this Section at the time are or may be affected.

## **(9) Settlement**

We shall not settle or compromise any Claim, suit or proceedings without the written consent of the Insured Persons involved in the Claim, suit or proceedings. However, if the Insured Persons shall refuse to consent to any settlement recommended by Us and shall elect to contest or continue to contest the Claim, suit or proceedings then Our liability shall not exceed the amount for which the Claim, suit or proceedings could have been so settled plus the Defence Costs incurred with Our consent up to the date of such refusal.

The total aggregate amount We will pay shall not exceed the Limit of Indemnity as specified in the Schedule

## **(10) Severability**

For the purpose of determining whether coverage applies under this Section, no fact relating to, or knowledge possessed by an Insured Person, nor any statement contained in the statement of fact, shall be imputed to any other Insured Person.

# Policy Exceptions

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Each section of the policy contains exceptions. They must be read in conjunction with the following exceptions.

We will not indemnify You or any person entitled to indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
- (2) exception (1) (b) does not apply to the Public and Products Liability Section
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
    - (i) dispersing radioactive material and/or ionising radiation or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections
  - (a) Employers' Liability
  - (b) Public and Products Liabilitywhen insured by this policy.
- (2) in relation to the Employers' Liability Section, exception (2) (a) above only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (b) do not apply to the Terrorism Section when insured by this policy.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy.
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in **Special Provisions -Terrorism** below

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered

# Policy Exceptions

only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

## Special Provisions - Terrorism

Subject otherwise to the terms, conditions and exceptions of this policy the exclusions in (3)(a) and 3(c) (in so far as it relates to (3)(a)) above shall not apply to the following Sections

- (a) Property Damage or Loss of Rent and Alternative Accommodation Expenses in respect of flats and houses insured in the name of an individual who does not own such property in the business of a sole trader but provided that the exclusions in (3) (a) and (3) (c) shall apply to such property in respect of harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means
  - (b) Employers Liability but the Limit of Indemnity for the purposes of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses
  - (c) Public and Products Liability but the Limit of Indemnity for the purposes of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower.
  - (d) Terrorism, when insured by this policy
- (4) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.
- However, exception (4) does not apply to the Terrorism Section, when insured by this policy.
- (5) (a) Money
- (b) securities or bonds
  - (c) jewellery or precious stones
  - (d) precious metals or bullion
  - (e) furs or curios
  - (f) rare books or works of art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer system records
  - (j) explosives

(k) property in transit

unless specifically mentioned.

However, exceptions (5) (a) to (k) do not apply to the Terrorism Section, when by this by this policy.

- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Engineering
- (3) Loss of Rent and Alternative Accommodation Expenses

Exceptions (6) (a) and (b) do not apply to the Employers' Liability Section or Terrorism Section, when insured by this policy.

# Policy Exceptions

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## Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- (i) Property Damage
- (ii) Loss of Rent and Alternative Accommodation Expenses

Exception (7) (a) does not apply to the Public and Products Liability Section.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Property Damage
- (ii) Loss of Rent and Alternative Accommodation Expenses

Exceptions (7) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Engineering
- (2) Terrorism
- (3) Employers' Liability
- (4) Residential Property Owners' Legal Protection
- (5) Directors and Officers Liability.

# Policy Conditions

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Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

## (1) Alteration of Risk

The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

(a) which increases the risk of loss, destruction, damage, accident or injury

or

(b) where Your interest ceases except by will or operation of law

unless We have accepted the alteration.

## (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

## (3) Cancellation

(a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us

(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

## (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

(a) tell Us immediately of any event or occurrence which may result in a claim

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves

(c) At Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within

(i) 30 days

or

(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of you becoming aware of the event or occurrence, or such further time that We may allow.

# Policy Conditions

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- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

## **(5) Contribution**

### **Applicable to Public and Products Liability Section and Employers' Liability Section (if insured)**

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been affected.

### **Applicable to all other Sections insured by this policy**

- (b) Where any loss, destruction or damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## **(6) Discharge of Liability**

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

## **(7) Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

# Policy Conditions

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If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## (8) Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

## (9) Index Linking

### (a) Renewal

Where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices

- (i) for private dwelling houses and single flats  
The House Rebuilding Cost Index
- (ii) for Blocks of Flats and Houses converted to flats  
The General Buildings Cost Index
- (iii) for Contents of Residential Units  
The Consumer Durables Section of the Retail Price Index
- (iv) for Contents of Communal Areas  
The Consumer Durables Section of the Retail Price Index.

We may select alternative measures if any of these indices are unavailable.

### (b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

## (10) Non Disclosure, Misrepresentation or Misdescription

Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:

- (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
- (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
- (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.



# Policy Conditions

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## (11) Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within in a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

## (12) Reasonable Precaution

You will

- (a) maintain the Residential Building in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

## (13) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

## (14) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
  - or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

## (15) Subjectivity

The policy, the proposal form and declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, The Policyholder, and Us Aviva

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and US.
- (b) If required by Us, You must allow us access to The Premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to the Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.



# Policy Conditions

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We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

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

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation.

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

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.





# LET LINE

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INSURED THROUGH

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