



# Ultimate Flat Owners

Policy

Quality Buildings Insurance for Flats and Apartments

Underwritten by



The policy schedule which specifies the operative sections is your evidence of insurance and may be required in the event of a claim. Please read the schedule and the policy and return it immediately if it is not in accordance with your requirements. If you decide within 14 days of receipt that you do not wish to accept the policy, return it and provided no claims have been made, we will refund the premium. The policy is designed for easy amendment, therefore should you request any change in cover, an updated schedule will be issued.

Provision against inflation is provided and the revised sums insured applicable at renewal will be advised on the renewal schedule forming part of the renewal notice.

## **Definitions**

Wherever the following words or expressions are used in this policy they will have the specific meanings given below.

### *Policy*

Our contract of insurance with you providing insurance within the terms of this policy document. The application form/statement of fact, the policy schedule (specifying the sections covered) and any specifications and endorsements or notice issued by us at renewal also form part of the contract and must be read together with this policy document.

### *Insured/You/Your*

The person(s), firm, company, or organisation shown in your schedule as the insured (unless otherwise stated)

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

Aviva Insurance Limited

### *Property Insured*

Section 1 A Buildings as detailed in The Schedule and Section 2 A The contents and landlords gardening equipment

## **Operation of cover**

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.

### **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.

## Section 1A – Buildings

### Definition of buildings

- (a) The block of flats garages domestic outbuildings swimming pools hard courts terraces patios drives and footpaths walls fences gates hedges television aerials satellite dishes external lighting closed circuit television installations solar panels and wind turbines
- (b) Landlords fixtures and fittings (including fitted carpets in the common parts)

all situated as stated in the schedule

### Cover Definition

#### A The building(s)

All risks – ie accidental loss destruction or damage (throughout sections A to G inclusive referred to as 'Damage') of or to the building(s) by

- 1 fire explosion lightning earthquake
- 2 smoke

#### Exclusion to cover 2:

any gradually operating cause

- 3 storm and flood

#### Exclusion to cover 3:

Damage - by frost or

- attributable solely to a change in the water table level or
- to fences gates and hedges

- 4 escape of water from water tanks pipes or apparatus or fixed heating installations

- 5 freezing of water in tanks apparatus or pipes

#### Exclusion to cover 4/5:

in respect of each occurrence the first £500 of any amount payable in addition to the excess shown in the schedule in respect of Damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days  
Damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings

- 6 theft or attempted theft

#### Exclusion to cover 6:

in respect of each occurrence the first £500 of any amount payable in addition to the excess shown in the schedule in respect of Damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days  
Damage caused by you any member of your family or any of your directors or employees or any occupier to the flat in which they reside where a lease / tenancy with an initial term of less than 6 months has been granted

- 7 riot civil commotion strikers or persons taking part in labour and political disturbances

8 malicious persons or vandals

**Exclusion to cover 7/8:**

in respect of each occurrence the first £500 of any amount payable in addition to the excess shown in the schedule in respect of Damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days  
Damage caused by you any member of your family or any of your directors or employees or any occupier to the flat in which they reside where a lease / tenancy with an initial term of less than 6 months has been granted

9 leakage of oil from a fixed heating installation

10 impact by aircraft or other aerial devices or articles falling from them

11 impact by any road vehicle or animal or by goods falling from them

12 falling radio and television receiving aerials including satellite dishes their fittings and masts

13 falling trees (in part or otherwise)

14 subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

**Exclusion to cover 14:**

in respect of each occurrence the first £1000 of any amount payable in respect of each block of flats

Damage to swimming pools hard courts terraces patios drives footpaths walls gates fences or hedges unless a claim in respect of Damage to the block of flats is accepted

Damage if any of the property on the site has to your reasonable knowledge previously suffered Damage by subsidence heave or landslip unless disclosed by you and accepted by us

Damage due to coastal or river erosion

Damage to solid floors caused by compaction of infill or the use of defective materials or faulty workmanship

Damage caused by or consisting of normal settlement bedding down of new structures the settlement or movement of made-up ground or shrinkage or by subsidence of newly made-up ground

Damage to the buildings caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the building(s)

15 any other cause not otherwise excluded

**General Exclusions to cover A**

- Damage arising from wear tear settlement or shrinkage wet or dry rot vermin insects fungus atmospheric climatic or weather conditions or any gradually operating cause
- Damage arising from the use of defective materials defective design or faulty workmanship
- Damage arising from any building work comprising of alterations renovations additions and repairs to the building
- the cost of maintenance or normal redecoration
- Damage specifically excluded elsewhere in this policy

**Excess applicable to cover A**

Other than in respect of subsidence and/or ground heave the first £100 of any amount payable in respect of each occurrence in respect of each block of flats unless shown otherwise in the schedule or policy

### **Extensions to cover A**

When a claim is accepted under cover A cover also includes

- (i) professional fees – architects surveyors consulting engineers legal and other similar fees necessarily and reasonably incurred in reinstating the buildings
- (ii) debris removal – the cost of
  - removing debris dismantling demolishing propping or shoring up damaged parts of the buildings
  - cleaning drains subject to a limit of £5000 in respect of any one claim necessarily and reasonably incurred with our written consent
- (iii) capital additions –
  - any newly acquired or newly erected buildings and
  - alterations additions and improvements to buildings anywhere in the United Kingdom Channel Islands and the Isle of Man up to a maximum of £500,000 on buildings at any one situation unless stated otherwise in your policy

You are required to give us particulars of such additions or alterations as soon as practicable (and at not less than quarterly intervals) and arrange specific insurance on them retrospectively from the operative date when your insurable interest commenced

When such specific insurance is effected the cover under this extension is fully reinstated

### **Exclusion to the Extensions to cover A**

- (i) fees you incur when preparing any claim

### **B Loss of rent cost of alternative accommodation and prevention of access**

- (i) If any part of the building is damaged and rendered uninhabitable by any cause not otherwise excluded under cover A we will pay for loss of rent during the period necessary to restore such part to a habitable condition.
- (ii) If the block of flats is insured on behalf of individual owners or lessees and any flat is damaged and made uninhabitable by any cause not otherwise excluded under cover A we will pay the reasonable additional expenses necessarily incurred by such owner or lessee for alternative accommodation including those required for residents' pets during the period necessary to restore the flat to a habitable condition.
- (iii) In the event of Damage not otherwise excluded under cover A in the vicinity of the building which hinders or prevents access to use or habitation of the building or any flat within the building by individual owners or lessees we will pay the reasonable additional expenses incurred by such owner or lessee for alternative accommodation including those required for resident's pets during the period when access use or habitation is hindered or prevented
- (iv) The Company will pay for the reasonable costs incurred for short term residential accommodation by tenants of lessees with the Company's prior consent;
  - a. following Damage to the premises that renders any flat uninhabitable
  - or

- b. caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of an occurrence any of the Perils insured under Section 1 in the immediate vicinity of the Buildings

We will only pay for up to 7 nights residential accommodation

#### **Exclusion to cover B**

(v) loss arising from obstruction by snow rain or flood water

#### **Limit of liability**

The maximum amount payable under cover B is 33.3 % of the buildings sum(s) insured of the block of flats the subject of the claim in respect of each occurrence

The maximum amount payable in respect of each damaged flat will be based on its proportionate share of the total management charges and/or ground rent for the block of flats

Condition to cover B

It is a condition of this extension that any lessee that is the subject of indemnity must take all reasonable measures to ensure any loss is mitigated

#### **Exclusion to Cover B**

**If any claim on this extension is in any respect fraudulent or if fraudulent means are used by any lessee then all benefit under this extension shall be forfeited in respect of the lessee.**

#### **Extensions to Cover B Additional Contingencies**

The insurance by Cover B Loss of rent cost of alternative accommodation and prevention of access, is extended to include interruption or interference with The Business during the Period of Insurance, which results from the Additional Contingencies described below.

The maximum We will pay under each Additional Contingency in respect of any one loss will be

(1) £750,000 in respect of purpose built blocks of flats

(2) £400,000 in respect of all other residential buildings

or

(3) 10% of the Sum Insured stated in The Schedule as the Limit whichever is the lower, unless otherwise stated in The Schedule.

#### **Action by Police, Government or Other Competent Authority**

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.

We will not indemnify You

(1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.

(2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.

(3) for any interruption or interference lasting less than 12 consecutive hours.

### **Failure of Electricity Supply**

The accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of electricity
- (2) caused by the exercise of any supplier of electricity's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

### **Failure of Gas Supply**

The accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
- (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
  - (a) Your supplier(s) of gasand
  - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### **Failure of Water Supply**

The accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man



(6) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

### **Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.**

(1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises,

(2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises,

(3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,

(4) (i) The discovery of vermin or pests

or

(ii) any accident causing defects in the drains or other sanitary arrangements, at The Premises,

(5) Any occurrence of murder or suicide at The Premises which

(a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority

and

(b) directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this

Section) of The Business. The provisions of any Automatic Reinstatement Clause do not apply in respect of Additional Contingency Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

### **Definitions**

For the purposes of this additional contingency, the following definitions apply:

#### *Specified disease*

Any of the following diseases contracted by any persons

(a) Acute encephalitis, Acute Poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal Septicaemia, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever

(b) Viral haemorrhagic fever caused by the following virus's - Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus

### **Indemnity Period**

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

### **Maximum Indemnity Period**

Three months.

### **Condition**

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim. At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

### **C Damage to Services**

Accidental Damage by external means to

- cables or underground pipes providing services to or from the building(s)
- septic tanks and drain inspection covers for which the Insured owner lessee or tenant of any flat forming part of the buildings is legally responsible

### **D Breakage of fixed glass and sanitary fixtures**

Accidental breakage of fixed glass forming part of the building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splashbacks pedestals sinks lavatory pans and cisterns (and their fixtures and fittings) in the buildings including the cost of temporary boarding up where necessary pending replacement

For the purposes of cover D the term glass includes polycarbonate and other synthetic substitutes

### **Exclusion to cover D**

Breakage in respect of the block of flats or flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days

### **E Trace and access and damage to drains**

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage and
- (2) for repairs directly arising from (1) caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section
- (3) we may however at our discretion and with your permission elect to re-route the pipework from which the escape of water has occurred. However we will not pay more than we would have done if we had elected to repair as per clause (2) above.

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

The maximum We will pay in respect of any one claim is £150,000.

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

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible, following Damage insured by this Section.

#### **F Replacement of locks**

Expenses necessarily and reasonably incurred by you or your lessee in the replacement of external door locks following the loss of keys by theft.

All situated as stated in the schedule

#### **Limit of liability**

£2,500 in respect of any one claim

#### **G Damage to Grounds including damage by emergency services**

We will indemnify You in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to You or for which You are responsible, following Damage at The Premises.

#### **We will not indemnify You in respect of**

- (a) the cost of moving soil other than as necessary for surface preparation
- (b) the failure of trees, shrubs, plants or turf to become established
- (c) the failure of seeds to germinate
- (d) damage caused by disease, infection or application of chemicals.

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

#### **H Tree Felling and Lopping**

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered to be an immediate threat to life or to the Property Insured.

#### **We will not pay for**

- a) legal or local authority costs involved in removing trees
- b) costs solely incurred to comply with a preservation order.

The maximum we will pay for any one claim is £500 and £2,500 in any one Period of Insurance.

#### **I Bees' and/or Wasps' Nests Removal**

We will pay the cost of removing wasps' or bees' nests from buildings forming part of the Property Insured.

**We will not pay for the cost of removing nests which were already in the buildings before the inception of this policy.**

The maximum we will pay in respect of any one claim is £5,000.

## **J Fly Tipping**

We will pay for the reasonable costs of clearing and removing any property illegally deposited in or around the buildings insured under this policy.

The maximum we will pay is £2,500 for any one claim.

## **K Loss of Metered Utilities**

We will pay for charges for which You or your lessee are responsible, if water, gas, oil or electricity is discharged from a metered system providing service to The Premises as a result of Damage insured under this Section.

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

## **L Transfer of Interest**

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed and
- (2) the Building has not yet been insured by or on behalf of the purchaser and
- (3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that Building.

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

## **M European Union and Public Authorities including Undamaged Property**

Following Damage insured by this Section to any Buildings, Blocks of flats, Furniture, Machinery or Tenants alterations Item described in The Schedule, We will pay the additional cost of reinstating the Property Insured including any undamaged portions necessary to comply with any

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

We will not indemnify You in respect of

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

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

(a) Property Insured which has suffered Damage is the Sum Insured

(b) undamaged portions of Property Insured other than foundations is 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.

## **N Non-invalidation**

The insurance by this Section will not be invalidated by any

(1) act or

(2) omission or

(3) alteration

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

However, You must

(a) notify Us immediately You become aware of any such act, omission or alteration and

(b) pay any additional premium required.

## **O Contract Works**

Where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises, the insurance by each Item on buildings is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and We note the interest of the contractor and subcontractors specified in the contract where such interests are required  
Provided that

(1) You give Us prior notification of any contract with a contract price in excess of £100,000 including details of

(a) the nature of the works to be carried out

(b) the contract conditions

(c) the contract period

(d) the contract price.

(2) You pay Us the additional premium required in respect of each individual contract to which this extension applies.

## **We will not indemnify You**

(a) where a more specific insurance policy is in force

(b) in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this Clause, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

## **P Workmen**

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

## **Q Fire and Security Equipment**

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
  - (a) portable fire extinguishing appliances
  - (b) local fire suppression system
  - (c) fixed fire suppression system
  - (d) sprinkler installation
  - (e) sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

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

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

You must maintain all such equipment in accordance with the manufacturer's instructions. We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue service.

## **R Munitions of War**

General Exclusion 7 (i) and (iii) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

## **S Privity of Contract**

We will indemnify You in respect of all such sums as You may become legally liable to pay following Damage, and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer Your property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant.
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Additional Clause is £10,000,000 during the Period of Insurance.

You must take all reasonable and appropriate steps to obtain release from your liabilities under the covenants to insure such property on its disposal.

## **T Emergency Services**

We will indemnify You in respect of loss destruction or damage to The Premises resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising Damage.

## **U Reinstatement of Data**

### **Definition of Data**

All information which is

(1) electronically stored

or

(2) electronically represented

or

(3) contained on any current and backup 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.

### **Definition of 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 Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

We will indemnify You in respect of the necessary and reasonable costs of reinstating data held on or used by or in connection with building management or control systems resulting from Damage.

The maximum We will pay in respect of any one claim is £5,000.

You must

(1) store the original disk or media of all software or programs and any backups in a fire resistant safe or in a secure location away from the Premises.

(2) maintain adequate backup copies by backing up

(a) the original disks or media or software or programs where that is allowable under the terms of the software licence

and

(b) all data produced by the software or programs no less than once a day or any other period agreed by Us. The integrity of any data backup must be validated using operator system routines or checks produced by the software supplier.

## **V Environmental Clause**

We will indemnify You in respect of losses over £10,000 for the additional costs necessarily and reasonably incurred with Our consent in rebuilding or repairing Buildings at The Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage.

We will not indemnify You under this clause in respect of

(1) the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority

(2) any additional costs for work You had already planned to be carried out prior to the Damage

(3) any additional costs for replacing undamaged property

(4) any Building or Portion of a Building which are Unoccupied

(5) You electing not to rebuild or repair the Building.

The maximum We will pay under this clause in respect of all claims occurring during the Period of Insurance is

(1) an additional 5% of the amount We have paid or agreed to pay in respect of the claim for Buildings, after the application of all other terms and conditions of the policy

or

(2) £2,500

whichever is the lower.

## **W Value Added Tax**

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

(1) (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage

(b) We have paid or have agreed to pay for such Damage

(c) if any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause resulting from that Damage will be reduced in like proportion

(2) Your liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building

(3) where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site

(4) Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax

(5) You have taken all reasonable precautions to include Your Value Added Tax liability within the Building Sums Insured at the inception of this insurance and at each subsequent Renewal Date.

The following amendments are made to this Policy in respect of this Clause only

(A) for the purposes of any Condition of Average, rebuilding costs will be exclusive of Value Added Tax

(B) Our liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

## **X Money and Assault**

### **Definition of Money**

Current

(1) coins, 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.

We will pay for 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, crossed postal or money orders, crossed bankers drafts, stamped national insurance cards £250,000

We will not pay for

- (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 of Damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

## **Assault**

We will pay

- (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.

## **Y Reinstatement to Match**

Where the Property Insured has suffered Damage, You may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new. This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

## **Z Lessee Joint Insured**

Any lessee is indemnified as joint insured in respect of Sections 1A but not unless there is a lease requirement for them to be joint insured

## Section 2A

### Contents of the common parts furnished flats and landlords gardening equipment.

#### Definition of contents

Furniture carpets furnishings and all other property belonging to you or for which you are responsible including the costs and expenses necessarily incurred in the removal of debris of the portions of the property damaged by any insured cause up to

£25,000 in the common parts of flats and or apartments

£5000 in an individual flat for which you are responsible and do not reside in

Our limit of liability is £1000 for any one article in respect of televisions radios recording and audio equipment clocks pictures works or art or curios unless stated otherwise in the schedule

Our limit of liability is £500 in respect of property in the open or in any garage or domestic outbuilding.

all situated as stated in the schedule

#### Exclusions to the definition of contents

- landlords fixtures and fittings
- articles of gold silver or other precious metal jewellery or furs clothing and personal effects money stamp coin and other collections certificates cheques securities or documents of any kind
- fitted carpets in the common parts
- motor vehicles caravans trailers watercraft hovercraft aircraft cycles and their accompanying accessories livestock and pets
- accidental loss destruction or damage occurring in any part of the block of flats used for trade or business purposes other than any occupation described in the schedule
- property insured by any other policy

#### Definition of landlords gardening equipment

Gardening equipment belonging to you or which you are legally responsible for damaged by any insured cause up to £10,000 any one occurrence.

all situated as stated in the schedule

#### Exclusions to the definition of Landlords Gardening Equipment

- any mechanically propelled vehicle where cover or security is required under any Road Traffic Act legislation
- theft of landlords gardening equipment other than from a securely locked building

## Cover Definition

### A The contents and landlords gardening equipment

All risks – ie accidental loss destruction or damage (referred to elsewhere as 'Damage') to contents in the common parts within the block of flats or in any individual furnished flat or situated at the location(s) stated in the schedule by

- 1 fire explosion lightning earthquake
- 2 smoke

#### Exclusion to cover 2:

any gradually operating cause

- 3 storm and flood

#### Exclusion to cover 3:

Damage attributable solely to a change in the water table level

- 4 escape of water from water tanks pipes or apparatus or fixed heating installations
- 5 theft or attempted

#### Exclusion to cover 5:

Theft by deception unless deception is used solely as a means to gain entry  
Damage caused by you any member of your family or any of your directors or partners  
Damage caused by any occupier to the contents of the flat in which they reside

- 6 riot civil commotion strikers or persons taking part in labour and political disturbances

- 7 malicious persons or vandals

#### Exclusion to cover 7:

Damage caused by you any member of your family or any of your directors or partners  
Damage caused by any occupier to the contents of the flat in which they reside

- 8 leakage of oil from a fixed heating installation
- 9 impact by aircraft or other aerial devices or articles falling from them
- 10 impact by any road vehicle or animal or by goods falling from them
- 11 falling radio and television receiving aerials including satellite dishes their fittings and masts
- 12 falling trees (in part or otherwise)
- 13 subsidence and/or ground heave of any part of the site on which the building stands and/or landslip

#### Exclusion to cover 13:

Damage due to coastal or river erosion

- 14 any other cause not otherwise excluded

### **General exclusions to cover A**

- Damage arising from wear tear settlement or shrinkage action of light wet or dry rot vermin insects fungus infestation damp rust atmospheric climatic or weather conditions or any gradually operating cause the process of cleaning repairing or restoring any article or mechanical breakdown or consequential loss
- Damage arising from the use of defective materials defective design or faulty workmanship
- Damage specifically excluded elsewhere in this policy

### **Excess applicable to cover A**

The first £100 of any amount payable in respect of each occurrence in respect of each block of flats

### **B Damage to mirrors and glass**

Accidental damage occurring in the block of flats to mirrors plate glass tops to furniture fixed glass in furniture and ceramic glass in cooker hobs or any polycarbonate or synthetic substitute

### **Exclusion to cover B**

- Damage to glass oven doors or ceramic glass in cooker hobs or any polycarbonate or synthetic substitute which is covered by any other policy

### **C Temporary Removal for Cleaning or Renovation**

We will indemnify You in respect of Damage insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

(1) to another part of The Premises

(2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one loss is £2,500.

## General conditions applicable to Sections 1A and 2A

### Sum insured condition

(see also General conditions applicable to the policy)

The sum(s) insured represent(s) and will at all times be maintained by you at not less than the full cost of replacing the property insured. This calculation will not cater for wear tear and depreciation other than in respect of household linen

### Claims settlement

In the event of Damage we will provide payment or at our option indemnify you by reinstatement replacement or repair in accordance with the basis of settlement below

### Basis of claims settlement (Reinstatement)

Where Damage occurs to Property Insured and the Schedule does not show a Declared Value

(1) Where the Property Insured is

(a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.

(b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property has been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

(2) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will also pay additional costs, where We require You to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, to reinstate water supply equipment which conformed to previous LPC Rules or conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules

We will not pay costs for Damage not insured by Section 1A -Buildings, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

### Basis of claims settlement Day One Basis

Where Damage occurs to Property Insured and the Schedule shows a Declared Value this condition applies;

(1) Where item(s) of Property Insured are stated against this condition the first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared value shall mean Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of claims settlement (Reinstatement) at the level of costs applying at the start of the period of insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- (a) the additional cost of reinstatement to comply with:
  - (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

(2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of an updated Declared Value at the start of any period of insurance the Index Linking condition will apply.

We will not provide cover until You have incurred the cost of replacing or repairing the property, if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement or if You do not comply with any of the provisions of this Clause.

For the Purpose of this condition, Declared Value means

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Claims Settlement (Reinstatement) Condition at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (1) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament and Bye laws of any public authority
- (2) professional fees and debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

### **Limit of liability**

Our liability in respect of Damage arising out of one occurrence will not exceed the amount stated against each item in the schedule

The sum(s) insured will not be reduced by the amount of any claim payment

### **Index linking**

If a Declared Value is not shown on the schedule the sum(s) insured will be adjusted at monthly intervals during the period of insurance and into the life of a claim by a percentage determined by us based on nationally published indices or a suitable alternative index. The revised sum(s) insured and renewal premium will be shown on the renewal notice issued to you at each renewal date of your policy

If a Declared Value is shown on the schedule the Declared Value will be adjusted annually by a percentage determined by us based on nationally published indices or a suitable alternative index. The revised Declared Value and renewal premium will be shown on the renewal notice issued to you at each renewal date of your policy

## Section 3A Public Liability

### Definitions

#### Insured

In this section the term 'Insured' means the Insured name in the schedule. In addition those individuals, bodies or organisations named below are also deemed to be the Insured provided they are not entitled to indemnity from any other source and they are also subject to the terms of the policy as far as they can apply.

- (a) the owner or lessee of any flat
- (b) the managing agents
- (c) the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
- (d) the residents association
- (e) any director, partner or employee at the request of the Insured named in the schedule who will be considered to have been insured separately in the terms of this section.

#### Injury

Bodily injury, death, shock, illness or disease.

#### Cover

Liability at law of the Insured for damages and claimants costs and expenses in respect of

- accidental injury to any person
- accidental loss of or damage to material property
- accidental obstruction, trespass or nuisance occurring during the period of insurance.

- (a) in or about the buildings
- (b) elsewhere in the world in respect of temporary commercial visits by the Insured, any director, partner or employee of the Insured normally resident in the United Kingdom, the Channel Islands or the Isle of Man
- (c) in connection with any block of flats (including its garages and domestic outbuildings) formerly owned or leased by the Insured named in the schedule and occupied solely for private residential purposes or any private dwelling previously owned or leased by the owner or lessee of any flat and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

In the event of the buildings section of this policy being cancelled or expiring, the indemnity will continue for a period of 7 years in respect of any block of flats insured by this section prior to such cancellation or expiry.

#### Limit of liability

Our liability for damages in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed £5,000,000 unless stated otherwise in the schedule.

## Costs

We will also pay

- (a) all costs and expenses
- (b) solicitors fee for
  - representation at a Coroners Inquest or Fatal Accident Inquiry
  - the defence in a Court of Summary Jurisdiction of proceedings arising out of any alleged breach of statutory duty

incurred with our written consent and relating to any claim which may be the subject of indemnity under this section

### Exclusions to Section 3A

- Injury to any
  - (i) person under a contract of service or apprenticeship with you
  - (ii) labour master or labour only subcontractor or person supplied by them
  - (iii) self employed person for labour only
  - (iv) person under a work experience or youth training scheme
  - (v) person hired or borrowed by you from another employer
- Loss of or damage to property belonging to or held in trust by you or in your custody or control or (other than in respect of employees effects) in the trust custody or control of an employee
- Liability arising out of the ownership possession or use by or on behalf of the Insured of any
  - mechanically propelled vehicle licensed for road use and for which no Certificate of Motor Insurance is required
  - caravan aircraft watercraft or hovercraft
- Liability assumed by you under any agreement unless such liability would have attached to you had the agreement not existed
- Liability under cover (c) forming part of Section 3A Public Liability which is already insured
- Liability arising directly or indirectly out of the execution of structural alterations structural repairs (other than the normal upkeep and normal making good) or redevelopment of the premises
- Liability of any resident incurred solely as occupier (not as owner) of the flat in which they reside
- Liability arising out of pollution or contamination unless 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 provided that
  - all pollution or contamination arising out of such an incident is deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs.
  - our liability for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the Limit of liability.



## Definition

For the purposes of the above exclusion pollution or contamination will mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or Injury directly or indirectly caused by such pollution or contamination.

## Extension to Section 3A Public Liability Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
- (b) loaned, leased, hired or rented to You nor provided by You and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
  - (a) You.
  - (b) any 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) where indemnity is provided by another insurance policy.

## Extension to Section 3A Public Liability Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) 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 Great Britain, Northern Ireland, the Isle of Man or the Channel Islands 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
  - 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.

### **Extension to Section 3A Legal costs (Health and Safety at Work etc Act 1974)**

At the Insured's request we will also indemnify any director or employee of the Insured in respect of legal costs and expenses

- (a) incurred with our written consent
- (b) awarded against any director or employee

in connection with the defence of a prosecution including an appeal against any conviction resulting from proceedings brought under the Health and Safety at Work etc Act 1974 (or under similar legislation in Northern Ireland Channel Islands or the Isle of Man) occurring during the period of insurance and arising in connection with the block(s) of flats the subject of this policy

Provided that we will be under no liability

- (i) where the director or employee is insured by any other policy
- (ii) where the prosecution is in respect of any deliberate or intentional criminal act or omission
- (iii) in respect of fines or penalties of any kind

### **Extension to Section 3A Data Protection**

We will indemnify the Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for compensation to an individual, the subject of personal data the Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against the Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one period of insurance is £1,000,000.

We will not provide indemnity in respect of

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

## Exclusion to Section 3A

### Notifiable Diseases

Notifiable disease shall mean the occurrence of any of the following diseases sustained by any person:

Any of the following diseases contracted by any persons

- (a) Acute encephalitis, Acute Poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal Septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid Fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever
- (b) Viral haemorrhagic fever caused by the following virus's - Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus

#### ***Furthermore where cover is provided in respect of food and drink poisoning-***

Food and Drink poisoning shall mean the occurrence of an illness sustained by any person caused by food or drink poisoning

#### ***The following Condition applies-***

##### **Condition**

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease The Insured has failed to fulfil the following condition, he will lose his right to indemnity or payment for that claim.

At the premises the Insured must ensure compliance at all times with the Health and safety Commissions Approved Code of Practice, "The prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.

## Section 4A – Employers Liability

### Definitions

#### Insured

In this section the term 'Insured' means the insured named in the schedule. In addition those individuals, bodies or organisations named below are also deemed to be the Insured provided they are not entitled to indemnity from any other source and they are also subject to the terms of this policy as far as they can apply.

- (a) the owner or lessee of any flat
- (b) the managing agents
- (c) the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
- (d) the residents association
- (e) any director, partner or employee at the request of the Insured named in the schedule

who will be considered to have been insured separately in the terms of this section.

#### Employee

Any

- person under a contract of service or apprenticeship with the Insured
- labour master or labour only subcontractor or person supplied by them
- self-employed person for labour only
- person under work experience or youth training schemes
- person hired or borrowed by the Insured from another employer

#### Injury

Bodily injury, death, shock, illness or disease.

#### Cover

Liability for damages and claimants' costs and expenses in respect of Injury to any Employee arising out of and in the course of his/her employment by the Insured only in connection with the block(s) of flats the subject of this policy and caused during any period of insurance occurring

- (a) within the United Kingdom, the Channel Islands or the Isle of Man
- (b) elsewhere in the world where employees of the Insured who are normally resident in the above territories are on a temporary visit on the business of the Insured

#### Limit of liability

Our liability for damages (and all costs and expenses) in respect of any one claim against you or series of claims against you arising out of one occurrence will not exceed the sum of £10,000,000.

#### Exclusion (see also General exclusions)

Liability in respect of Injury to any Employee

- (a) carried in or upon or
- (b) entering or getting onto or alighting from any mechanically propelled vehicle where cover or security is required under any Road Traffic Act legislation

## **Costs extension**

We will also pay

- (a) all costs and expenses
- (b) solicitors fees for
  - representation at a Coroners Inquest or Fatal Accident Inquiry
  - the defence in a Court of Summary Jurisdiction of proceedings arising out of any alleged breach of statutory duty

incurred with our written consent and relating to any claim which may be the subject of indemnity under this section

## **Legal costs (Health and Safety at Work etc Act 1974)**

At the Insured's request we will also indemnify any director or employee of the Insured in respect of legal costs and expenses

- (c) incurred with our written consent
- (d) awarded against any director or employee

in connection with the defence of a prosecution including an appeal against any conviction resulting from proceedings brought under the Health and Safety at Work etc Act 1974 (or under similar legislation in Northern Ireland Channel Islands or the Isle of Man) occurring during the period of insurance and arising in connection with the block(s) of flats the subject of this policy

Provided that we will be under no liability

- (iv) where the director or employee is insured by any other policy
- (v) where the prosecution is in respect of any deliberate or intentional criminal act or omission
- (vi) in respect of fines or penalties of any kind

## **Extension to Section 4A**

### **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

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

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands 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
  - 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.

## Section 5 - Terrorism

### Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Act of Terrorism

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

#### Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

#### Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

#### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

#### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

#### Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

#### Hacking

Unauthorised access to any Computer System, whether Your property or not.

## **Head/Heads of Cover**

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

## **Individual**

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

## **Nuclear Installation**

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,
- (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.

### **Property**

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
  - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
  - (b) not insured in the name of an Individual
- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

### **Territory**

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

### **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 constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### **Cover**

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay 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.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.



This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

## Conditions

(The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy)

- (1) We may cancel the cover provided by this Section 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 provided that there has been no
  - (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
  - (b) 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.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
  - (a) such property and/or premises and
  - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

## Exceptions

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any Computer System; or
  - (b) any alteration, modification, distortion, erasure or corruption of Data;in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

### **Proviso to Exception (3)**

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
- (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
    - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
    - (ii) impact of aircraft or any aerial devices or articles dropped from them,
    - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
    - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
  - (b) comprises:
    - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
    - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
    - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
  - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
  - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

## General conditions applicable to the policy

### Your duty to take care

You and any other person to whom this insurance applies will take all reasonable precautions to prevent injury disease loss destruction or damage and all property insured under this policy will be maintained in good condition

### Interpretation of the policy

If any word or expression in this policy has been given a specific meaning it will be considered as having the same meaning wherever it appears within the policy

### Claims procedure

#### Your duty

1. On the happening of any event for which a claim is or may be made under this policy you will
  - (a) tell us as soon as possible after any loss damage or accident
  - (b) immediately you become aware give notice to the police authority in respect of malicious damage robbery theft or fraud
  - (c) take all practical steps to
    - (i) avoid minimise or check any injury disease loss destruction or damage
    - (ii) discover and take action against any person(s) responsible and trace and recover any property lost
  - (d) retain unaltered and unrepaired anything in any way connected with the event referred to above for any reasonable period of time required by us
  - (e) within 30 days of the event at your own expense provide to us full particulars of the claim together with details of any concurrent insurances
  - (f) at your own expense supply all information evidence and assistance as we may reasonably require
  - (g) notify immediately you become aware of or receive any letter claim writ summons and/or process in connection with the event and send us all documents without delay
  - (h) give us immediate notice on being advised of any impending prosecution inquest or Fatal Accident Inquiry in connection with any accident which may be covered under this policy.
2. Any claimant under this policy will at our request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in your name before or after any payment is made by us
3. In the event of us making a payment in settlement of a claim for Damage under this policy and you receiving a payment from another party in respect of the same claim you will refund to us a proportion of the payment we have made equal to the amount received from the other party

## **Our rights**

1. On the happening of an event in respect of which a claim is or may be made we and any person authorised by us may take the following action without incurring any liability or diminishing any of our rights under this policy
  - (a) enter take or keep possession of the premises where the event referred to above has occurred
  - (b) take possession of or require to be delivered to us any property insured
  - (c) deal with any property insured for all reasonable purposes and in any reasonable manner
2. We will be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our benefit any claim for indemnity or damage or otherwise. We will have full discretion in the conduct of any proceedings and in the settlement of any claim.
3. If any property is to be reinstated or replaced by us you will at your own expense provide any plans documents books and information that we may reasonably require. We will not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner
4. You may not relinquish possession of handover or give up the rights to any property to us irrespective of whether or not we have taken possession of the property.
5. No admission offer promise payment or indemnity may be made or given by you or on our behalf to any third party without our written consent
6. In respect of any claim or series of claims for which this policy indemnifies you against your legal liability we may pay to you at any time the amount of the limit of liability after deduction of any sum(s) already paid as compensation or any lesser amount for which such claims can be settled.  
If any such payment is made we will relinquish the conduct and control of and be under no further liability in connection with the claim(s) recoverable or incurred prior to the date of such payment.

## **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:

- (1) refuse to pay the claim
- (2) recover from You any sums paid by Us to You in respect of the claim
- (3) 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 (3) 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:

- (1) refuse to pay the claim
- (2) 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)
- (3) 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

If We cancel a person's cover under (3) 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

### **Other insurance**

If at the time of a claim there is any other insurance covering the same liability loss or damage we will not be liable under this policy for more than our rateable proportion

### **Cancellation**

- (1) 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
- (1) If the premium on this Policy is payable by an instalment facility and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by an instalment facility and during the current period of insurance:

- a. a claim has been made under the Policy for which We have made a payment
- b. a claim has been made under the policy which is still under consideration
- c. an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full. In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments.

Alternatively we may deduct any outstanding instalments from any claim payment that may be due to You or payable on your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the instalment facility will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

- (3) 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.
- (4) 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:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) 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.

## **Non Disclosure, Misrepresentation or Misdescription**

### **1. 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:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach
  - 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
  - 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
  - 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.

### **2. 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:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - 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.

## **Arbitration**

Where we have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

## General Exclusions applicable to the policy

This policy does not cover

### 1. Radioactive Contamination

This policy does not cover 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 radiationor
  - (ii) using atomic or nuclear fission and/or fusion or other like reaction

However

- (1) exception (b) above does not apply to the following sections or covers if they are included within this policy - Employers Liability Public and Products Liability Personal Accident and Business Travel
- (2) in relation to the Employers Liability section exception (a) above only applies when the Insured under a contract or agreement has undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party
- (3) exceptions (a) and (b) above do not apply to the Employee Dishonesty, Terrorism, Professional Indemnity or Directors and Officers sections where included in this policy

### 2. E-Risks

The Insurer shall not be liable under this policy in respect of any claim (other than in respect of Personal Injury under the Public and/or Products Liability or Property Owners Liability section) arising directly or indirectly from or in connection with or consisting of

- (a) Loss of Data other than in respect of 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 or covers within this policy and only to the same extent that such claim is insured under that section or cover
  - (i) Property Damage/Buildings and Contents
  - (ii) Business Interruption/Consequential Loss
  - (iii) Money (including Assault)
  - (iv) Business All Risks



Exception (a) above does not apply to the Public and Products Liability or Property Owners Liability section when insured by this policy

(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 but this shall 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 or covers within this policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that section or cover

- (i) Property Damage/Buildings and Contents
- (ii) Business Interruption/Consequential Loss
- (iii) Money (including Assault)
- (iv) Business All Risks

Exclusions (a) and (b) above do not apply to the following sections

- 1. Employers Liability
- 2. Personal Accident
- 3. Employee Dishonesty/Fidelity Guarantee
- 4. Terrorism
- 5. Engineering
- 6. Legal Expenses/Commercial Legal Protection
- 7. Directors and Officers

Where such cover is provided by this policy

## **Definitions**

For the purposes of this Exclusion the following Definitions apply:

### **Computer and Electronic Equipment**

Computer and Electronic Equipment shall mean 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

### **Cyber Vandal**

Cyber Vandal means 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**

Data shall mean 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**

Data Storage Materials shall mean 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**

Denial of Service Attack shall mean 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

#### **Failure**

Failure shall mean any partial or complete reduction in the

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

#### **Loss of Data**

Loss of Data shall mean physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary 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**

Malicious Contingency shall mean

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

#### **Specified Contingency**

Specified Contingency shall mean

fire  
lightning  
explosion  
aircraft and other aerial devices or articles dropped from them  
earthquake  
storm or flood  
escape of water from any tank apparatus or pipe  
falling trees  
impact  
escape of fuel from any fixed oil heating installation

### **Virus or Similar Mechanism**

Virus or Similar Mechanism shall mean 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

### **3. Asbestos**

**Asbestos** means asbestos, asbestos fibres or any derivatives of asbestos

The Insurer will not provide indemnity in respect of

- (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos

***Furthermore if the Public and Products Liability or Property Owners Liability Section of your policy has been extended to provide Financial Loss cover the following additional exclusion is added -***

The Insurer will not provide indemnity in respect of Financial Loss as a result of any consequences whatsoever directly or indirectly caused by or contributed to or arising from

- the presence of
- the release of

Asbestos including any product containing Asbestos.

### **4. Date related computer failure**

- (a) any loss or destruction of or damage to property or consequential loss arising therefrom or any other loss cost or expense directly or indirectly caused by or consisting of or arising from or
- (b) any legal liability directly or indirectly caused by or contributed to by or arising from the inability or failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software whether the property of the insured or not and whether occurring before during or after the year 2000
  - (i) correctly to recognise any date as its true calendar date, or
  - (ii) to capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of treating any date otherwise that as its true calendar date or
  - (iii) to capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture save retain or correctly to process such data or information on or after any date

but this does not exclude subsequent loss destruction or damage or consequential loss arising therefrom as insured by Section 1A Buildings covers A to G inclusive and Section 2A

Contents and not otherwise excluded by the policy which itself results from any of the following named perils which are insured by the Cover under which the loss arises.

Named perils

Fire lightning explosion aircraft or other aerial devices or articles falling from them riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons thieves robbers earthquake storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or subsidence

## 5. Sonic bangs

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or consequential loss arising therefrom

## 6. War and Terrorism

### War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) war invasion act of 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
- (ii) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
- (iii) any action taken in controlling preventing suppressing or in any way relating to (i) and/or (ii) above

Provided (i) (ii) or (iii) shall not apply to Section 4A Employer's Liability

and (ii) shall not apply to Section 3A Public Liability

when insured by this policy

### Terrorism

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) civil commotion in Northern Ireland
- (3) any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above

except as stated in the **Special Provisions – Terrorism** below

and provided that

- (1) and/or (3) above shall not apply to
  - Theft
  - Glass

and (2) above shall not apply to

Section 4A Employer's Liability

Section 3A Public Liability

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

(a) the use or threat of force and/or violence

and/or

(b) 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 the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

### **Special Provisions – Terrorism**

Subject otherwise to the terms conditions exceptions and exclusions of the policy

When any of the following covers are insured by this policy

Section 4A Employers Liability

Section 3A Public Liability

neither of the exclusions in (1) and (3) above shall apply to

(i) Employers Liability (other than Excess of Loss Employers Liability) but the Limit / Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses

(ii) Public Liability but the Limit / Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public Liability whichever is the lower

# Complaints procedure

## 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 Your usual Insurance Advisor.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) 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 FOS, 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)

## **Choice of Law**

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, 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 your insurance advisor.

## **Use of Language**

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

## **General Information**

### **Arson prevention**

Arson is the main cause of large fires. By taking a few positive steps you can frustrate the fire raiser and save property from loss or damage.

- (1) Keep intruders out – maintain windows and doors in good repair and use quality locks. Make sure that fences and gates are high and strong enough to deter intruders. Provide continuous security lighting, particularly for yards, and fit an intruder alarm. Keep entry points to a minimum and control visitors' movements
- (2) Deny the arsonist fuel – keep combustible materials away from buildings and fences.
- (3) Further information and advice is available from Aviva or your usual insurance adviser.

## Claims

It is our aim to deal with any claim under this insurance fairly and promptly, but for us to do so it is important that you comply at all times with the policy conditions by taking reasonable precautions to prevent accident loss or damage. For example, you should:

- (i) ensure your premises and property are maintained in good condition;
- (ii) comply with any specific conditions made in this policy, such as those relating to fire precautions;
- (iii) be aware of fire hazards and provide suitable fire fighting equipment and training for any staff
- (iv) maintain sums insured/limits of liability at an adequate level.

In the event of you wishing to make a claim please ring the Claims Service number and ensure that you comply with the claims procedure stated in this policy.

### **Claims Service 0345 302 8424**

Our claims and emergency helpline is available 24 hours a day, 365 days a year to bring appropriate help whenever it is required. Fast action reduces the impact of any crisis.

One call by you to the Claims Service number brings help from an incident manager and starts work on your claim. We will inform your insurance adviser of the incident.

Your incident manager will:

- Get appropriate help sent to you. This could be glaziers, builders, plumbers or any other experts you require.
- Arrange for rapid replacement of stolen or damaged goods and equipment
- Set in motion any other steps required to resolve your claim

If you prefer, your insurance advisor can contact the Claims Service facility and deal with the claim on your behalf.

Aviva Insurance Limited  
Registered in Scotland No 2116  
Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority