



**中国太平**  
CHINA TAIPING



# Policy

Property Owner

Underwritten by

**中國太平保險(英國)有限公司**  
CHINA TAIPING INSURANCE (UK) CO LTD

**Members of the Association of British Insurers**  
**Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority & the Prudential Regulation Authority**

2 Finch Lane, London EC3V 3NA. Tel: 020-7839 1888 Fax: 020-7621 1202  
Registered in England & Wales No. 1766035

**04/2018**

## PROPERTY OWNERS INSURANCE POLICY

### YOUR POLICY

This is Your Property Owner Policy and confirms the insurance cover agreed between You (the Insured) and Us (the Company).

Your Policy comprises the proposal or similar application form when applying for the insurance, this Policy wording and the Policy Schedule and Endorsements applicable; and must be read together as one document.

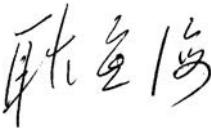
Please examine this Policy carefully to ensure you understand its terms and conditions and it provides the cover you require. Immediate notification should be made if You think there are amendments to be made or new circumstances arise that would affect Your insurance as stated in General Condition 3

Should you have any query please contact your insurance adviser or China Taiping Insurance (UK) Co Ltd

### Insuring Clause

In consideration of the insured having paid, or agreed to pay, the premium required, the Company will indemnify the Insured, in accordance with the cover detailed in those Sections shown as operative in the Schedule, and occurring in connection with the business during the Period of Insurance, or any subsequent period for which the Company agrees to accept payment of the premium.

Each section of the policy, the schedule and any endorsement(s), together with the General Definitions, Conditions, Exclusions and Extensions shall be read as one document.



J H Geng

Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd

Registered Office: 2, Finch Lane, London EC3V 3NA

Authorised by the Prudential Regulation Authority; and

Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number: 202690

## CUSTOMER COMPLAINTS

We make every effort to deliver a high quality service to our policyholders. If you have a complaint about our service, or about a claim, we operate a swift and effective complaints handling procedure.

- 1 Your complaint can be made orally or in writing, and on your behalf by a third party.
2. If you wish to make a complaint you should contact:  
The Compliance Officer,

China Taiping Insurance (UK) Company Limited,  
2 Finch Lane,  
London EC3V 3NA.  
Tele: 0207 839 1888 or Fax 0207 621 1202  
e-mail: compliance@uk.cntaiping.com

3 Our Compliance Officer will acknowledge the complaint. We aim to resolve your concerns in three working days but if we are unable to do so we will confirm to you that we have received your complaint within five working days and advise you of the person who will be dealing with the complaint, and when you can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

4 If your complaint should be more appropriately dealt with by another firm, we will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. We will make this referral to the other firm in writing and advise you by way of a final response that the referral has been made and include the other firm's contact details.

5 Your complaint will be thoroughly investigated and we will respond to it as soon as possible. Within eight weeks we will provide a final response to your complaint in writing or, if it is not possible to respond within that time, we will inform you in writing within twenty business days, why we have been unable to resolve the complaint within that time, why we need more time to do so and when you can expect to receive our final response.

6 If we have not completed our investigation, within eight weeks after the complaint was made, we will write to you and explain why there is a further delay. We will also confirm when we expect to issue our final response and advise you that you may be eligible to refer the complaint to the Financial Ombudsman Service, if you are dissatisfied with the delay. Their address is:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London, E14 9SR  
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones  
(If you are calling from outside of United Kingdom: 0044 20 7964 0500)  
Fax: 020 7964 1001  
e-mail: complaint.info@financial-ombudsman.org.uk  
Website: www.financial-ombudsman.org.uk

7 Where you are eligible to refer your complaint to the Financial Ombudsman Service you have this right to do so Free of Charge, but you must do so within six months of the date of our Final Response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

8 The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access, the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

## **THE LAW APPLICABLE TO THIS CONTRACT**

The parties to this contract have the right to choose the law that should apply. China Taiping Insurance (UK) Co Ltd., proposes to apply English Law and, in the absence of any written agreement to the contrary, English Law will apply.

### **General Definitions**

#### **The Insured / You / Your**

The person(s) company or firm named as the Insured in the Schedule

#### **The Company / We / Us / Our**

China Taiping Insurance (UK) Co Ltd

#### **The Business**

Business means your business as owners of the Premises or as lessees where you are responsible for the upkeep repair and maintenance of the Premises as leaseholder under a legal lease for a specified term

#### **The Premises**

Premises means the Premises stated in the Schedule

#### **The Buildings**

The Buildings means the Building situate at the Premises being built of brick stone or concrete and roofed with slate tile metal asphalt or concrete and occupied as stated in the Schedule

#### **Damage**

The term Damage when referred to in this Policy shall mean loss or destruction of or damage to Property Insured by an Insured Peril stated in this Policy or any other cause insured under the respective Section other than as excluded hereafter

#### **Accidental Damage**

The term Accidental Damage means damage caused by accidental and external means

#### **Average (Underinsurance)**

Average means whenever a Sum Insured is declared to be subject to Average (Underinsurance) if at the time of Damage to the Property Insured by any Item the Sum Insured in respect of that Item is less than 85% of the full value of the Property to which it applies you will be considered to be your own insurer for the difference and will be expected to bear a rateable share of the loss accordingly

#### **Excess**

Excess means an amount deducted from each and every loss or series of losses arising from any one event or occurrence likely to give rise to a claim hereunder after the application of all other terms exclusions and conditions of this Policy as stated on the Schedule

#### **Employee**

Employee means any

- (a) person under a contract of service or apprenticeship with you
- (b) self-employed person
- (c) person under a work experience scheme
- (d) person hired or borrowed by you and working for you in connection with the Business

#### **Unoccupied**

The word Unoccupied shall mean wholly unoccupied mainly unoccupied or not in use

## **SECTION 1 - BUILDINGS**

### **COVER**

In the event of Damage by an Insured Peril to the Property Insured we will pay you the value of the property at the time of its Damage or the amount of the Damage or at our option reinstate the property or any part of it

### **PROPERTY INSURED**

#### **Buildings**

The Buildings of all structures on the site of the Premises (including all external and internal fixed glass therein) belonging to you or for which you have accepted responsibility including landlords fixtures and fittings walls, gates, fences and hedges and the following expenses necessarily incurred with our consent

#### **Fees**

Architects surveyors consulting engineers and legal fees necessarily and reasonably incurred in connection with the repair or reinstatement of the damaged parts of the property Insured excluding fees for preparing any claim

#### **Debris Removal**

The cost of removing debris demolishing shoring up or propping up of the damaged parts of the Property Insured

Excluding any costs or expenses

- (a) incurred in removing debris except from the Premises of such Property Insured destroyed or from the area immediately adjacent to the Premises.
- (b) arising from pollution or contamination of property not insured by this Section

#### **Underground Services**

The cost of repairing Damage by an Insured Peril to piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of your responsibility and provided such Damage is not otherwise insured

#### **Local Authorities**

Any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirements or local authority bye-laws excluding any cost arising from a notice served upon you prior to the date of the Damage

## INSURED PERILS

1. Fire lightning explosion earthquake subterranean fire
2. Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons excluding Damage occasioned by or happening through confiscation or destruction seizure or requisition by the government or any public authority
3. Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the Buildings
4. Hold up by violence and/or threats of violence to you or your employees
5. Storm or flood excluding
  - (a) Damage by frost subsidence heave or landslip
  - (b) Damage to gates fences and hedges and movable property in the open
  - (c) Damage attributable solely to change in water table level
6. Escape of water from any tank apparatus or pipe
7. Leakage of oil from any fixed oil heating installation excluding defective vaporisation smoke and smudge
8. Aircraft and other aerial devices or articles dropped from them
9. Breakage or collapse of television and radio aerials external satellite dishes aerial fittings and masts excluding
  - (a) Damage to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
  - (b) Damage to external satellite dishes unless specifically insured by this Section
10. Impact by :
  - (a) any vehicle or animal
  - (b) falling trees or branches other than if caused by felling or lopping by you or on your behalf

## LIMIT OF LIABILITY

Our liability under this section is limited to the respective Sum Insured shown in the Schedule

## EXTENSIONS

This Section extends to include

### 1. Replacement Locks

The cost of necessarily replacing external door locks and keys to maintain the security of the Buildings following theft of keys

- (a) by forcible and violent means from the Premises or the private residence of the Insured or an employee of the Insured authorised to hold such keys
- (b) involving hold up actual or threatened assault or violence to the Insured member or the Insureds family or to any employee of the Insured

up to an amount not exceeding £500 any one claim

### 2. Landscaped Gardens

The cost of restoring any damage or destruction to external landscaping for which the Insured is responsible at the Premises caused by the Fire Brigade or other authorities attending the Premises solely as a result of Damage to the Buildings up to an amount not exceeding £10,000 any one claim

### 3. Malicious Attack

Compensation to the following Benefit Limits if the Insured a Director or Employee of the Insured sustains bodily injury by violent external and visible means as a result of a malicious attack in the course of theft or attempted theft from the Buildings or actual or threatened assault or violence at the Premises and the injury independently of any other cause results in death or disablement of the Insured Director or Employee as follows:

Benefit Limit

- |   |              |
|---|--------------|
| (a) death   | £5,000       |
| (b) physical severance or permanent and total use of an entire hand or arm or entire foot or leg and/or loss of one or both eyes occurring within twelve months from the date of the injury   | £5,000       |
| (c) permanent total disablement which permanently completely and continuously prevents the injured person from attending to his or her usual occupation or any other occupation for which he or she is fitted by knowledge and training and which having lasted 52 weeks and at the end of that time being beyond hope of improvement | £5,000       |
| (d) temporary total disablement which prevents the injured person from attending to his or her usual occupation   | £50 per week |



Provided that

- (i) compensation shall not be paid under more than one of items a), b) or c) above for the consequence of the same injury
- (ii) compensation under item d) shall not be paid for more than 52 weeks in respect of any one injury and the amount paid hereunder shall be deducted from any amount subsequently payable under items a), b) or c)
- (iii) compensation shall not be paid unless as soon as possible after sustaining the injury the injured person attends a qualified medical practitioner whose advice he or she shall follow
- (iv) compensation under item d) shall be payable after each 4 consecutive weeks of the disablement

### **Exclusion**

We will not pay compensation for injury as a consequence of pre-existing mental or physical defect or infirmity or to any person who is at the time of sustaining the injury under 16 years or over 65 years of age

### **EXCLUSIONS**

This Section does not cover:

1. Damage to electrical equipment caused by its short circuiting or overrunning not resulting in fire
2. Damage due to theft or attempted theft or malicious damage
  - (a) by or in collusion with any member of your family or Employees
  - (b) to any Building or portions thereof which are open sided or incapable of being locked or left vacant or becomes disused
  - (c) which is otherwise insured
3. Property more specifically insured by you or on your behalf
4. The first £250 of each and every claim other than in respect of Extension 3 (Malicious attack) for which we will pay the full agreed amounts
5. Consequential loss of any kind or description

## **SPECIAL PROVISIONS**

### **1. Sale of Buildings**

When you contract to sell your interest in the Property insured the contracting purchaser who completes the purchase and his or her mortgagees shall have the benefit of the insurance by this Section. The benefit shall be up to the date of completion during the currency of this Policy and provided the Property Insured is not otherwise insured. The benefit shall also be without prejudice to your and our rights and liabilities

### **2. Basis of Claims Settlement**

In the event of Damage to the Property Insured we will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such cost has been incurred except that a deduction for deterioration will be made if the Property Insured has not been maintained in good repair

Provided that:

- (a) the work of rebuilding or repair and restoration (which may be carried out upon another site and in any manner suitable to your requirements subject to our liability not being increased) is commenced and carried out within a reasonable time
- (b) when the Property Insured is damaged or destroyed in part only our liability shall not exceed the sum representing the cost which we could have been called upon to pay if such Property Insured has been wholly destroyed

### **3. Reinstatement of Sum Insured**

The Sum Insured by this Section will not automatically reduce as a result of a claim provided that you shall pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the period of Insurance

### **4. Average (Underinsurance)**

The Sums Insured by this Section is subject to Average (Underinsurance)

### **5. Additional Interests**

- (a) The interest of other parties is noted in this Section and you undertake to declare the names of such interested parties immediately following any claim
- (b) The act or neglect of you or any occupier of the Premises hereby insured whereby the risk of Damage is increased without the authority or knowledge of said party (parties) shall not prejudice the interest of the said party (parties) in this insurance provided they shall notify us immediately on becoming aware of such increased risk and pay additional premium if required

### **6. Workmen**

Workmen are allowed on the Premises for the purpose of repairs maintenance minor extensions or alterations without prejudice to the Policy

### **7. Subrogation Waiver**

We agree to waive any rights or remedies to which we may be entitled by subrogation against

- (a) any Parent or Subsidiary Company of the Insured or any Company which is subsidiary of a Parent Company of which you are a subsidiary
- (b) any tenant or lessee in respect of Damage to that part of the Building occupied by the tenant or lessee or to common parts of the Building provided that the Damage is not a result of a criminal fraudulent or malicious act by the tenant or lessee

## **8. Newly Acquired Buildings**

This Section extends to include newly acquired Buildings in Great Britain insofar as the same are not otherwise insured and alterations additions and improvements to the Property Insured (but not in respect of appreciation in value) provided that:

- (a) at any one situation this cover will not exceed £100,000
- (b) you undertake to give us details of such extension within 21 days of acquisition or alteration to effect specific insurance thereon and pay such additional premium as may be required from the date of acquisition or alteration

## **9. Glass Cover**

Damage to fixed glass insured by this Section extends to include reasonable costs necessarily incurred in respect of boarding up or temporary glazing pending replacement of broken glass and the removal and refixing of window fittings and other obstacles to said replacement

## **10. Unoccupied/Empty Buildings**

- (a) Whenever the Property Insured by this Section is Unoccupied The Unoccupied BuildingsCondition will apply
- (b) The Company must be notified in writing immediately any occupied building or occupied portion of a building insured hereby becomes Unoccupied and a suitable extra premium paid if required

### **Unoccupied Buildings Condition**

It is a condition precedent to liability of the Company that whenever the Property Insured is Unoccupied

- a) the Insured shall notify the Company immediately they become aware
  - i) that the building(s) are unoccupied
  - ii) of any loss destruction or damage to the Unoccupied building(s) whether such loss destruction or damage is insured or not
- b) the buildings are inspected internally at least once during each week by or on behalf of the Insured
- c) all trade refuse and waste are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by the insured
- d) the Insured shall secure the building and seal all letter boxes and put all protective and locking devices and any alarm protection in effective operation
- e) the gas water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system drained and during the months of November to March (inclusive) the water system drained
- f) the Insured shall implement any additional protections the Company may require within the time scale specified by the Company

## SECTION 2 - LOSS OF RENT

### DEFINITIONS

#### Gross Rentals

Gross Rentals means the money paid or payable to the Insured in respect of work done and services rendered

#### Indemnity Period

Indemnity Period means the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

#### Maximum Indemnity Period

Maximum Indemnity Period - 12 months unless otherwise stated

#### Annual Gross Rentals

Annual Gross Rental means the Gross Rental during the twelve months immediately before the date of the Damage

#### Standard Gross Rental

Standard Gross Rental means the Gross Rental during the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

adjusted as may be necessary to provide for variations or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the Damage would have been obtained during the relative period after the Damage

Note 1 To the extent that you are accountable for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

### COVER

In the event of the Business at the Premises being interrupted or interfered with as a direct result of Damage insured under Section 1 of this Policy and liability for such Damage having been admitted (unless such payment or liability has been excluded as being below a specified amount) under this Policy covering your interest in such Property Insured we will indemnify you in respect of

(a) Reduction in Gross Rentals being:

the amount by which the Gross Rentals during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Rentals

- (b) Increase in Cost of Working being:  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of such business charges and expenses payable out of Gross Rentals as they may cease or be reduced in consequence of the Damage

provided that if the Sum Insured by this Section shall be less than the Annual Gross Rental (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced

### **Limit of Liability**

Our Liability under this Section shall not exceed the Sum Insured specified in the Schedule

### **EXTENSIONS**

This Section extends to include

#### **1. Professional Accountants Charges**

Reasonable charges payable by you to your professional accountants for producing such particulars or details contained in your books of account or other business books or documents or any other information or evidence as we may require under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with your books of account or other business books or documents, provided that the sum of the amount payable under this Extension and the amount otherwise payable under this Section shall in no case exceed the Limit of Liability

#### **2. Denial of Access and Damage at Managing Agents Premises**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage insured under Section 1 to property

- (a) in the vicinity of the Premises which shall prevent or hinder the use of or access to the Premises whether your property or Premises be damaged or not
- (b) at the premises of the your Managing Agents

### **SPECIAL PROVISIONS**

#### **1. Rent Review**

In the event of the Gross Rentals being subject to a Rent Review during the Indemnity Period under the terms of a lease or rental agreement then the Sum Insured by this Section will be automatically increased by a maximum of 100%

#### **2. Alternative Trading**

If during the Indemnity period accommodation shall be provided or services rendered elsewhere than at the Premises for the benefit of the Business either by you or by others on your behalf the money paid or payable in respect of such accommodation and services shall be taken into account in assessing the Gross Rentals during the Indemnity Period

#### **3. Reinstatement of Sum Insured**

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that you shall pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the Period of Insurance

## **SECTION 3 - PROPERTY OWNERS LIABILITY**

### **DEFINITIONS**

#### **The Insured**

The Insured means:

- (a) the person firm or company named in the Schedule to this Section
- (b) subsidiary companies of the Insured in existence at the date of inception of the insurance by this Section (other than subsidiaries incorporated or resident or located in the United States of America or Canada) notified to and accepted by the Company
- (c) subsidiary companies created or acquired after the date of inception provided that
  - (i) the Insured shall have notified the Company and the Company accepted the subsidiary
  - (ii) the Insured has paid any additional premium required by the Company
  - (iii) the insurance hereunder shall apply in respect of such subsidiary only from the date of acceptance by the Company
- (d) employees directors and officers of the Insured and subsidiaries accepted by the Company

provided that all the categories above shall be deemed to have proposed the risks hereby insured and be bound by the terms hereof as a single entity

#### **The Business**

The Business shall mean that stated within General Definitions and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### **Injury**

Injury means death bodily injury illness or disease

#### **Damage to Property**

Damage to Property means physical damage to or loss of or destruction of physical and tangible property

### **COVER**

We will indemnify you against your legal liability to pay compensation and claimants costs and expenses consequent upon

- (a) accidental injury to any person and / or accidental Damage to Property
- (b) accidental obstruction or trespass or loss of amenities nuisance or interference with any right of way air light or water or other easement

occurring during the Period of Insurance and arising from ownership (but not occupation other than for the purpose of managing the Premises) maintenance repair or decoration of the Premises specified in the Schedule

In addition we will pay legal costs incurred with our consent

- (a) in connection with the defence of any claim
- (b) for representation at proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in injury loss or damage

which may be the subject of indemnity under this Section

### **Limit of Liability**

Our limit of liability under this Section in respect of compensation and claimants costs and expenses in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed £2,000,000

provided that we may be absolved from any further liability hereby by the payment of the maximum sum payable under the insurance by this Section (after deducting therefrom any sums already paid) or any lesser amount for which the claim or claims may be settled together with the amount of any legal costs incurred to the date of such payment

### **EXTENSIONS**

#### **1. Defective Premises Act**

We will provide indemnity against liability at law incurred by you under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the Buildings at the premises which you have disposed of provided always that we shall not be liable under this Extension for the cost of remedying any defect or alleged defect in the said Premises

#### **2. Car Parks**

Exclusion 4 hereinafter shall not apply in the event of loss of or damage to visitors and/ or employees motor vehicles (and / or the contents of and / or accessories on such vehicles) whilst within any car park for which the insured is responsible provided that

- (a) such vehicle (and / or contents and / or accessories) is not lent or hired to the Insured
- (b) if any charge be made for the parking of vehicles a ticket bearing a disclaimer of liability shall be issued to every person paying such charge
- (c) this Extension shall not apply to loss or damage due to the driving of any vehicle by any employee of the Insured

#### **3. Work Away**

The Cover by this Section extends to apply whilst the Insured is engaged solely in commercial secretarial administration and non-manual duties anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man in direct connection with the Business

## **EXCLUSIONS**

This Section does not cover

1. Injury or Damage due to carrying out demolition alterations or additions to the Premises
2. Liability arising from lifts elevators hoists boilers or pressure plant
3. Injury sustained by an employee whilst employed or engaged by the Insured and arising out of and in the course of his employment or engagement by the Insured
4. Damage to Property belonging to or occupied by the Insured or in the care custody or control of the Insured or any employee or any Goods in the custody or control of the Insured (other than the personal effects of employees or visitors to the Premises), or any claims arising in consequence of such Loss or Damage
5. Liability for or any award of punitive or exemplary damages whether as fines penalties multiplication of compensatory awards or damages or in any other form whatsoever
6. Liability caused by or contributed to or alleged to be caused by or contributed to in whole or in part directly or indirectly by;
  - (i) the use or existence of or exposure to asbestos products fibres or dust
  - (ii) any obligation to defend any claim or suit against the Insured alleging Injury or Damage to Property resulting from the use or existence of or exposure to asbestos products fibres or dust
  - (iii) ownership possession or use of any aircraft hovercraft water craft
  - (iv) ownership possession or use of any mechanically propelled vehicle or trailer attached thereto other than motorised garden implements used to maintain the land belonging to the Premises
7. Liability in respect of
  - (a) pollution or contamination of buildings or other structures or of water land or the atmosphere and
  - (b) Injury or Damage to Property directly or indirectly caused by such pollution or contamination  
  
other than caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance  
  
All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date that the Insured first becomes aware of such incident
8. Liability arising from any advice design or specification given or professional services rendered by you or on your behalf for a fee
9. Any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement
10. The first £250 of each and every claim arising under this Section in respect of claims for damage to Property



## 11. Family Exception

Liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister half-brother or half-sister

## **SPECIAL PROVISIONS**

### **1. Other Insurances**

This Section does not cover liability which forms the subject of insurance by any other Policy and this Section shall not be drawn into contribution with such other insurance

### **2. Jurisdiction**

Any dispute between Us and You concerning this Section its Validity or the interpretation of the terms conditions limitations and / or exclusions contained therein shall be decided in accordance with English Law and the Courts of England Wales shall have exclusive jurisdiction in any dispute to which jurisdiction the parties hereto hereby submit.

The premium for the insurance by this Section has been calculated accordingly and no consideration has paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts

## **SECTION 4 - EMPLOYERS LIABILITY**

### **DEFINITIONS**

#### **The Business**

The Business shall mean that stated within General Definitions and shall include

- (a) the provision and management of catering social sports and welfare organisations and first aid ambulance and medical services for the benefit of Employees
- (b) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured

#### **Injury**

Injury means injury death disease or illness

### **COVER**

We will indemnify you against your legal liability to pay compensation and claimants costs and expenses consequent upon injury to any Employee arising out of and in the course of employment in the Business described herein including legal costs incurred with our consent

- (a) in connection with the defence of any claim
- (b) for your representation at
  - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of death
  - (ii) proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in injury which may be the subject of indemnity under this Section and caused
    - (a) within Great Britain Northern Ireland the Channel Islands and the Isle of Man
    - (b) elsewhere in the world in respect of Employees normally resident in the territories mentioned in a) above who are on temporary visits in connection with the Business for the purpose of non manual work

#### **Limit of Liability**

Our liability for all compensation payable in respect of any one occurrence or series of occurrences consequent or attributable to one source or original cause (including all Extensions and Memoranda) is limited to £10,000,000 except for claims due to terrorism for which the liability of the company for all damages costs fees and expenses is limited to £5,000,000

## **EXTENSIONS**

### **1. Personal Representatives**

In the event of your death we will indemnify your personal representatives against any liability incurred by you which is insured by this Section

### **2. Indemnity to Other Parties**

If You so request we will indemnify the following parties:

- (a) any officer or committee member or other member of Your canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity
- (b) any of Your partners directors or Employees against liability incurred in such capacity and in respect of which you would have been entitled to indemnity under this Section if the claim had been made against You as though each such party was individually named as the Insured in this Section provided that
  - (i) each such party shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply
  - (ii) our liability to you and all parties indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity specified in this Section

### **3. Health and Safety at Work Act 1974**

We will indemnify you and if you so request any of your partners directors or Employees in the terms of this Section in respect of legal fees and expenses incurred by you with our written consent and costs and expenses of the prosecution awarded against any of the above in connection with

- (a) criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business
- (b) an appeal against a conviction arising from such proceedings provided that we shall have the absolute conduct and control of all the said proceedings and appeals excluding:
  - (i) fines or penalties of any kind
  - (ii) proceedings or appeals arising out of any deliberate act or omission
  - (iii) costs or expenses insured by any other Policy or in respect of which you are otherwise indemnified

## **EXCLUSION**

This Section does not cover

1. Liability arising directly or indirectly in connection with work on offshore platforms rigs or other such installations including travel to or from the mainland or between installations
2. Family exception - Liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured

For the purposes of this exception Closely Related shall mean husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception will not apply where the business is incorporated as a limited company.

## **SPECIAL PROVISION**

1. Right of recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance or liability to Employees in Great Britain Northern Ireland and Channel Islands and Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provision of such law

## SECTION 5 - CONTENTS

### INSURED PERILS

1. Fire lightning explosion earthquake subterranean fire
2. Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons  
  
excluding Damage occasioned by or happening through confiscation or destruction seizure or requisition by the government or any public authority
3. Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the Buildings
4. Hold up by violence and/or threats of violence to you or your employees
5. Storm or flood excluding
  - a) Damage by frost subsidence heave or landslip
  - b) Damage to gates fences and hedges and moveable property in the open
  - c) Damage attributable solely to change in water table level
6. Escape of water from any tank apparatus or pipe
7. Leakage of oil from any fixed oil heating installation excluding defective vapourisation smoke and smudge
8. Aircraft and other aerial devices or articles dropped from them
9. Breakage or collapse of television and radio aerials external satellite dishes aerial fittings and masts excluding
  - a) Damage to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
  - b) Damage to external satellite dishes unless specifically insured by this Section
10. Impact by
  - a) any vehicle or animal
  - b) falling trees or branches other than if caused by felling or lopping by you or on your behalf

### PROPERTY INSURED

Contents in the common parts of the Building and in any areas of the Building used by you for office reception show or storage purposes belonging to you or for which you have accepted responsibility including:

- (a) furniture furnishings and carpets
- (b) documents manuscripts business books plans and designs but only for the value of the materials and the cost of clerical labour expended in reproducing such records and not for the value to you of the information contained therein

- (c) pictures prints and works of art for an amount not more than £500 in respect of any one item and £1,000 in total in respect of any claim unless otherwise specifically insured hereby
- (d) in so far as they are not otherwise insured the personal effects belonging to you your partners Directors or Employees for an amount not exceeding £250 any one person

but excluding property referred to in the Exclusions

### **Limit of Liability**

Our liability under this Section is limited to the respective Sum Insured shown in the Schedule

### **EXTENSION**

This Section extends to include:

#### **Contents Temporarily Removed**

Property Insured (other than property described in c) and d) above) provided the same are not otherwise insured whilst temporarily removed from the Premises for cleaning renovation repair or similar purposes and whilst in transit thereto and therefrom any where within Great Britain Northern Ireland the Isle of Man or the Channel Islands for an amount not exceeding 15% of the Sum Insured but excluding Damage by theft or attempted theft to property whilst in transit

#### **Debris Removal**

The cost necessarily incurred and with our consent in the removal of debris of the damaged parts of the Property Insured from the Premises or the area immediately adjacent thereto provided always that our liability under this clause and this Section in respect of any item shall in no case exceed the Sum Insured hereby

### **EXCLUSIONS**

This Section does not cover:

1. Damage to electrical equipment caused by its short circuiting or overrunning not resulting in fire
2. Damage due to theft or attempted theft by or in collusion with any member of your family or Employees
3. Property more specifically insured by you or on your behalf
4. Damage to:
  - (a) jewellery precious stones precious metals bullion furs or rare books
  - (b) glass china earthenware marble or other fragile or brittle objects other than works of art specifically insured as part of the Property Insured to the limits specified therein
  - (c) computers or data processing equipment or computer systems records
  - (d) money cheques stamps bonds credit cards or securities of any description unless specifically mentioned as insured by this Section
5. The first £250 of each and every claim arising under this Section
6. Consequential loss of any kind or description

## **SPECIAL PROVISIONS**

### **1. Basis of Claims Settlement**

In the event of Damage to the Property Insured we will pay the full cost of repair replacement or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such repair replacement or reinstatement is undertaken without delay and such cost has been incurred

### **2. Reinstatement of Sum Insured**

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that you shall:

- (a) pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the Period of Insurance
- (b) take immediate steps to effect such additions or variations in protections as we may require

### **3. Average (Underinsurance)**

The Sums Insured by this Section is subject to Average (Underinsurance)

### **4. Non Invalidation**

The insurance by this Section shall not be invalidated by any act omission or by any alteration whereby the risk of Damage is increased unbeknown to you or beyond your control provided that immediately you become aware thereof you shall give us notice and pay such additional premium as required by us

## GENERAL EXCLUSIONS

Applicable to all Sections unless otherwise stated in this Policy

### This Policy does not cover

#### 1. Sonic Bangs

Loss destruction or Damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

#### 2. War Risks

Any contingency occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

#### 3. Nuclear Risks

Loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature 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 nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

For the purpose of Section 2 of this Policy the words 'This Policy does not cover' (as above) shall read 'This Policy does not cover any loss resulting from occasioned by or happening through or occasioning'

#### 4. Terrorism

Damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with:

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

If we decide that by any reason of this Exclusion damage or loss resulting from such damage is not insured and you dispute our decision you must prove that this Exclusion should not apply.

#### Northern Ireland Exclusion

This Policy does not cover damage to any property in Northern Ireland or loss resulting from such damage arising from riot civil or political disturbances and (except in respect of damage by fire or explosion) labour disturbances



**5. Pollution or Contamination**

Loss or destruction or Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- (a) pollution or contamination which itself results from Insured Perils 1-10 insured by Section 1 or 5
- (b) any Insured Perils 1 to 10 insured by Section 1 or 5 which itself results from pollution or contamination

**6. Other Insurances**

Loss or destruction or Damage to property more specifically insured by you or on your behalf

**7. Water Table**

Loss Damage or destruction to Property Insured attributable solely to change in the water table level

**9. Riot and Civil Commotion**

Any consequence of riot or civil commotion or malicious acts occurring elsewhere than in Great Britain Isle of Man or Channel Islands

**10. Year 2000**

Loss Damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the 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 data as its true calendar date
- (ii) to capture save or retain and / or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any data otherwise than as its true calendar date
- (iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss Damage or destruction or consequential loss not otherwise excluded which itself results from Insured Perils 1 to 10

**11. The Excess**

The amount stated in the Policy or endorsements attached hereto as the Excess

**12. Asbestos**

Any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture mining, processing distribution testing remediation removal storage disposal, sale use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

## GENERAL CONDITIONS

Applicable to all Sections unless otherwise stated in this Policy

### 1. Identification

For the purpose of determining where necessary the item under which any property is insured we shall accept the designation under which such property has been entered in your books

Any word or expression in the Policy to which a specific meaning has been given bears the same meaning wherever it appears

### 2. Observance

The Company shall not be liable for any claim where the Insured haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition:-

- (a) relates to a particular Premises only, the Company will pay for a claim arising out of an event occurring at Premises which are not specified in any conditions precedent to liability;
- (b) relates to a particular time only, the Company will pay for a claim arising out of an event if the Insured can prove, on the balance of probabilities, that their non-compliance with such condition precedent to liability did not cause or contribute to the loss, damage or injury occurred in the circumstances in which it occurred;
- (c) relates and aims at reducing particular types of injury, liability, losses or damage only, the Company will pay for a claim arising out of an event if the Insured can prove, on the balance of probabilities, that your non-compliance with such condition precedent to liability did not cause or contribute to the loss, damage or injury in the circumstances in which it occurred;

### 3. Duty of Fair Representation

The Insured must make a fair representation of the risk to the Company at inception, renewal and variation of the policy.

- (a) In the absence of such fair representation, the Company may avoid the policy and refuse to pay any claims where any failure to make a fair representation is:
  - (i) deliberate or reckless; or
  - (ii) of such other nature that, if the insured had made a fair representation, the Company not have underwritten the risk

The Company will return the premium paid by the Insured unless the failure to make a fair representation is deliberate or reckless;

- (b) If the Company would have issued the policy on different terms had the insured made a fair representation, the Company will not avoid the policy (except where the failure is deliberate or reckless) but the Company may instead:-
  - (i) reduce proportionately the amount paid or payable on any claim, the proportion for which the Company is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Company would have charged had the Insured made a fair representation; and/or
  - (ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as the Company would have imposed had the Insured made a fair representation

For the purposes of this condition references to:

- 1) avoiding a Policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair representation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a Policy should be treated as references to issuing the Policy at inception, renew or varying the policy as the context requires

#### **4. Fraud**

If the Insured or anyone acting on their behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), the Company will:-

- (a) refuse to pay the whole of the claim; and
- (b) recover from you any sums that we already paid in respect of the claim.

The Company may also notify you that we will be treating the policy as having terminated with effect from the date of the earliest of any of the acts set out above and the Insured will not be entitled to any refund of premium.

#### **5. Reasonable Precautions**

You shall:

- (i) exercise reasonable care that only competent persons are employed in the Business
- (ii) take all necessary action to prevent accidents or losses and to ensure that the Premises and fixtures and fittings and contents thereof are in sound condition
- (iii) as soon as possible after discovery make good or remedy any defect or danger and in the meantime take such additional precautions as the circumstances may require
- (iv) comply with all statutory and other legal obligations

#### **6. Claims Notification and Procedure**

In the event of a claim or possible claim under this Policy you must not negotiate admit liability or make any offer or promise of payment without our written consent and will

- (i) notify us as soon as possible giving full particulars of the occurrence and will at your own expense within 30 days (7 days for Riot damage) after the discovery of the event (unless we extend this period in writing) provide us with as detailed a written claim as is reasonable possible (including all such proofs and other information as we may require) and if also required a statutory declaration of the truth of the claim and any matters connected therewith
- (ii) immediately notify the police of any riot damage theft or loss of property
- (iii) carry out and allow to be done anything reasonably practicable to prevent any further loss destruction or damage or interruption to the Business
- (iv) forward to us immediately upon receipt every relevant letter claim writ summons or process
- (v) give us written notice immediately you have knowledge of any pending prosecution inquest or fatal enquiry in connection with any occurrence for which there may be liability under this Policy

## **7. Company's Rights**

In the event of a claim or possible claim under this Policy we will be entitled to

- (i) enter any Buildings where the loss or destruction or damage has occurred and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner No property may be abandoned to us
- (ii) exercise sole control over dealings with any third party claim and legal proceedings relevant thereto
- (iii) prosecute in your name but for our benefit (and at our expense) any claim for damages or indemnity

## **8. Reinstatement**

If we choose or become bound to reinstate or replace any property you will at your own expense provide us with all such plan documents books and information as may be reasonably required

We will not be bound to expend in respect of any one of the Items insured more than the Sum Insured stated against such item in the Schedule and will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

## **9. Alteration in Risk**

The Insured must notify the Company as soon as possible if there is any alteration in Your ownership in or to the business at the premises including but not limited to:-

- (a) the Business being wound up or carried on by a liquidator or receiver;
- (b) changes in the facts as set out in the proposal or application and declared to the Company at inception, renewal or variation of the policy, which materially increases the risk of Injury or Damage
- (c) where the Insured's interest in the property as described in the schedule ceases other than by death;
- (d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon such notification of alteration to the Company, We may at Our discretion:-

- (i) continue cover on the same terms;
- (ii) impose additional terms or restrict cover where relevant;
- (iii) alter the premium;
- (iv) cancel this Policy

## **10. Contribution**

If any loss destruction or Damage or liability arising under this Policy is also covered or covered in part by any other insurance taken out by you or on your behalf we will be liable only for our rateable proportion of such loss destruction or Damage or liability

If any such other insurance is subject to any condition of Average (Underinsurance) this Policy if not already subject to any condition of Average (Underinsurance) shall be subject to Average (underinsurance) in like manner

If any other insurance effected by you or on your behalf is expressed to cover any of the Property Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or Damage our liability hereunder shall be limited to such proportion of the loss destruction Damage as the sum hereby insured bears to the value of the Property Insured

## 11. Arbitration

Liability being otherwise admitted if there is any dispute over the amount to be paid by us the matter will be settled by arbitration the arbitrator to be appointed by the parties concerned according to the relevant statutory provisions in force at that time in such a case there will be no right of action against us unless an award is made

## 12. Cancellation

A) Company's rights:-

The company may cancel this policy by sending thirty days' notice by recorded delivery letter to you at your last known address, unless our reason for cancellation is deliberate or reckless misrepresentation on your part. If we cancel because of deliberate or reckless misrepresentation, then your policy will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If we cancel your policy and you have not made a claim, you will be entitled to a refund of premium for any unexpired period of insurance for which you have paid. However, if We cancel your policy because of deliberate or reckless misrepresentation, then we will not refund any premium.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and we reserve the right to deduct this from any claim payment

B) Insured's rights

The Insured may cancel this Policy at any time at their written request. Provided that there have not been any claims paid, reported or outstanding, We will refund a pro rata proportion of the annual premium payable, less an appropriate administration charge.

Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return of premium.

## 13. SANCTIONS

The company shall not provide any benefit under this policy to the extent that such cover or claim payment would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations Resolutions.

## ENDORSEMENTS

### (OPERATIVE ONLY WHEN STATED IN THE SCHEDULE)

#### PO1 Subsidence

The Insured Perils by Section 1 are extended to include subsidence ground heave or landslip of the site on which the Building stands excluding

- (a) damage to such Building or any part thereof whilst in course of erection or undergoing demolition structural alteration or structural repair
- (b) damage to fences walls and gates unless the Buildings are damaged at the same time
- (c) damage resulting from bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- (d) damage due to defective design or workmanship or the use of defective materials
- (e) the first £2,000 of any claim

It is further declared that you shall give us notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the Premises and will pay such additional premium as we may require

It is condition precedent to liability of the company that after making reasonable enquiry the Insured has no knowledge of any actual or suspected subsidence ground heave or landslip affecting the Premises or the immediate vicinity thereof during the five years prior to the effective date of this Endorsement

### **PO2 Malicious Persons**

No liability shall attach to the Company in respect of loss or damage caused by malicious persons who are lawfully on the premises

### **PO3 Unoccupancy**

No liability shall attach to the Company during any period of unoccupancy in respect of loss or damage due to malicious persons, theft or escape of water (burst pipes)

### **PO4 Accidental Damage**

The insurance provided hereby extends to include Accidental Damage but excluding:

- (a) wear tear depreciation or diminution in value
- (b) damage caused by or arising from
  - i) subsidence ground heave or landslip
  - ii) normal setting cracking shrinkage bulging expansion or collapse of buildings roadways paths yards car parks or swimming pools
  - iii) faulty workmanship defective design plan or specification or the use of faulty materials
  - iv) scratching denting mechanical or electrical defect failure breakdown or derangement
  - v) atmospheric or climatic conditions or any other gradually operating cause rot fungus rust corrosion woodworm moths insects vermin or pests.
  - vi) any process involving cleaning dyeing staining repairing restoring renovating fitting alteration or maintenance of any property
  - vii) use of any article with disregard to manufacturers instructions
  - viii) the Insured voluntarily parting with title or possession of any property if induced to do so by fraudulent scheme trick device or false pretence
  - ix) the insertion of counterfeit coins or other foreign articles in vending machines and the like
- (c) damage resulting from any exclusions to Insured Perils 1-10 stated under section 1-Buildings and section 5- Contents
- (d) damage to movable property in the open and to fences wall gates and hedges

Limit of Liability

Our liability under this Section is limited to the respective Sum Insured shown in the Schedule

### PO5 Flat Roofs

It is a condition precedent to liability of the Company that any flat felted roof portions of the Insured Premises be inspected at least every two years by a qualified builder or property surveyor and any defects found be remedied immediately

### PO6 Flat Roof Excess

The Insured shall be responsible for the first £500 (five hundred pounds) of each and every loss or damage to the buildings flat roof and not as otherwise stated

### PO7 Heating Process

No liability shall attach to the Company in respect of loss damage to Property insured caused by its undergoing any heating process or process involving the application of heat

## PRIVACY AND YOUR PERSONAL INFORMATION

### 1. Personal Data Obtained and Collected

For the purposes set out in this notice, information including personal information detailed below relating to you ("**Personal Data**") will be collected and processed by China Taiping Insurance (UK) Co Limited and/or on its behalf by its third party service providers.

#### Personal Data

Including but not limited to: Your name, address, civil status, occupation, date of birth, contact details, credit history, criminal convictions, CCJs, details of previous bankruptcy(ies) or insolvency(ies), previous insurance claims details, bank details, current and previous employment details (including directorships), ELTO reference, health details including medical reports, our medical claims history and details of physical and psychological health or medical conditions.

Each time you visit our website, we may automatically collect Technical information including IP address.

The controller of this Personal Data is China Taiping Insurance (UK) Co Limited of 2 Finch Lane, London, EC3V 3NA ("**China Taiping Insurance**", "**CTI**", "**we**" and "**us**"). If you have any query, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

We process your Personal Data in accordance with this Privacy Policy also available on <http://uk.cntaiping.com/uk-privacy/> and a copy of which can be provided to you on request.

## 2. How and Why We Process Your Personal Data

The following tables detail how (“**Legal Basis**”) and why (“**Purposes**”) we process your Personal Data. These tables also detail the third party service providers with whom we share your Personal Data (“**Recipients**”) and the period that your Personal Data will be stored (“**Retention**”). **We encourage you to read this section.**

<b>Legal basis for processing</b>	
<b>Purposes</b>	<p>We obtain, collect and process your Personal Data to perform your contact and in particular:</p> <ul style="list-style-type: none"> <li>• Check if you are eligible to be insured under the product chosen</li> <li>• Consider acceptability of the risk you present to us</li> <li>• Underwrite and assess the risk in order to offer you a quotation</li> <li>• Process your premium payment</li> <li>• Evaluate the risk presented through surveys where relevant</li> <li>• Process your claims and/or third parties claims under your policy</li> <li>• Investigate claims directly or, where relevant, through appointed loss adjusters or forensic engineers</li> <li>• Regulatory reporting and legal obligations</li> <li>• To notify you about changes to the product chosen</li> <li>• To redistribute risk by means of reinsurance and co-insurance</li> <li>• For automated decision making (including profiling) where we need to process your Personal Data you provide us with in order to underwrite your insurance and/or process your claim.</li> </ul>
<b>Legal Basis</b>	<p>It is necessary to process this Personal Data in order to:</p> <ul style="list-style-type: none"> <li>• Enter and perform our insurance contract with you as well as to allow us to process a claim accordingly</li> <li>• Compliance with a legal obligation to which you are subject</li> <li>• Where the processing of your personal data is necessary for the public interest or in the exercise of official authority of us</li> </ul>
<b>Recipients</b>	<p>Personal Data will be disclosed for these purposes to our third-party service providers or regulators. These Recipients may include:</p> <ul style="list-style-type: none"> <li>• Credit check companies</li> <li>• Surveyors</li> <li>• Solicitors</li> <li>• Loss Adjusters and/ or Forensic Engineers</li> <li>• Fire brigade Authority or Police</li> <li>• Claims handling companies</li> <li>• Insurance intermediaries/brokers</li> <li>• Banks</li> <li>• Reinsurers and other insurance companies</li> <li>• Fraud, Money Laundering and Terrorist Financing prevention and detection</li> <li>• CUE (Claims Exchange Underwriting)</li> <li>• Regulatory and Government Bodies (ELTO, HMT, MID, FCA, PRA, Ombudsman etc.)</li> <li>• Approved repairers and garages</li> </ul>



<b>Retention</b>	We will retain your Personal Data for as long as your insurance policy is valid with us and for 15 years after.
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>We may for some of our products carry out automated decision making (including profiling) to process your personal data in order to underwrite and price your insurance online and/or process your claim. We take care to ensure our profiling is fair, transparent and limited in purpose.</li> <li>In the event that you do not wish to provide us with your Personal Data for all of the above Purposes, we will not be able to process your application and/or offer you an insurance policy.</li> <li>If at any point in the future we need to amend this policy, every effort will be made to make you aware and our website will always have the latest version.</li> </ul>	

**3. Cross-Border Transfers of Your Personal Data**

We, and certain Recipients (our third party service providers) who process your Personal Data on our behalf may transfer your Personal Data outside the [European Economic Area (“EEA”)] to a country that does not provide an adequate level of protection to your Personal Data. Where such transfers occur, we ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect your Personal Data. If you would like to find out more about any such transfers, please contact our Compliance officer.

**4. Your Acknowledgment of this Notice and Your Rights**

You have rights which allow you to address any concerns or queries with us regarding our processing of your Personal Data:

<b>Right to Object to Processing</b>	In certain circumstances, you have a right to object to our processing of your Personal Data where we process it on the legal basis of: a) our legitimate business interest, including profiling based on our legitimate business interests; or b) your consent to marketing. We may not be able to comply with such a request where we can demonstrate that there are compelling legitimate grounds for us to process your Personal Data which override your interests, rights and freedoms or where the processing of your Personal Data is required for compliance with a legal obligation or in connection with legal proceedings.
<b>Right to Withdraw Consent</b>	You have a right to withdraw your consent, at any time, to our processing of your Personal Data which is based on your consent. Where you exercise this right, our processing of your Personal Data prior to your withdrawal of consent will remain valid.

<b>Right of Access</b>	<p>You have the right to access and obtain a copy of the Personal Data that we hold about you. We will only charge you for making such an access request where we feel your request is unjustified or excessive.</p>
<b>Right to Rectification</b>	<p>You have the right to request that we correct any inaccuracies in the Personal Data stored about you.</p>
<b>Right to Erasure</b>	<p>In certain circumstances, you have the right to request that we erase your Personal Data. For example, you may exercise this right in the following circumstances:</p> <ul style="list-style-type: none"> <li>• your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by us;</li> <li>• where you withdraw consent and no other legal ground permits the processing;</li> <li>• where you object to the processing and there are no overriding legitimate grounds for the processing;</li> <li>• your Personal Data have been unlawfully processed; or</li> <li>• your Personal Data must be erased for compliance with a legal obligation.</li> </ul> <p>Where we store your Personal Data for statistical purposes, we may not be able to comply with such a request where it would likely impair such statistical purposes or where we require your Personal Data for compliance with a legal obligation or in connection with legal proceedings.</p>
<b>Right to Restriction</b>	<p>You have the right to restrict our processing of your Personal Data where any of the following circumstances apply:</p> <ul style="list-style-type: none"> <li>• where you feel that the Personal Data which we hold about you are not accurate. This restriction will be in place for a period to enable us to verify the accuracy of your Personal Data;</li> <li>• where the processing is unlawful and you do not want your Personal Data be erased and request the restriction of its use instead;</li> <li>• where we no longer need to process your Personal Data (e.g. any of the Purposes outlined above have been completed or expire), but we require it in connection with legal proceedings;</li> <li>• where you have objected to our processing of your Personal Data pending the verification of whether or not our legitimate business interests override your interests, rights and freedoms.</li> </ul> <p>Where you exercise your right to restrict our processing of your Personal Data, we will only continue to process it with your consent or in connection with legal proceedings or for the protection of the rights of other people or for reasons of important public interest.</p>

<p><b>Right to Data Portability</b></p>	<p>You have a right to receive and transfer the Personal Data that you provide to us in a structured, commonly used and machine readable format where we process your Personal Data on the legal basis of: a) your consent; or b) where it is necessary to perform our contract with you. Where you make such a request, we will directly transfer your Personal Data on your behalf to another controller of your choice (where it is feasible for us to do so).</p>
<p><b>Right to Object to Automated Decision-Making, including profiling</b></p>	<p>You have a right not to be subjected to decisions based solely on automated decision-making, including profiling, which produce legal effects concerning you or similarly significantly affects you. We may not be able to comply with such a request where we rely on the legal basis of: a) your explicit consent; or b) where it is necessary to enter and perform our contract with you (as detailed in section 2 above). You will however be entitled to have a person from our company review the decision so that you can query it and set out your point of view and circumstances to us.</p>

If you would like to exercise any of your rights detailed above, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

You may raise any concerns about China Taiping Insurance's processing of your Personal Data with the Information Commissioner Office on <https://ico.org.uk/>.

## 5. Changes to this Notice

We may amend this notice on occasion, in whole or part, at our sole discretion. Any changes to this notice will be effective immediately upon sending the revised notice to you by e-mail or post.

If at any time we decide to use your Personal Data in a manner significantly different from that stated in this notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail or post and you will have a choice as to whether or not we use your information in the new manner.

If you have questions or concerns about this notice, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

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