



# Property Owners Insurance Policy

Underwritten by CHINA TAIPING INSURANCE (UK) CO LTD

# INTRODUCTION

Thank You for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so We can give You the peace of mind You deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so We have over 30 years of experience in the UK market. Our parent Company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance Company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority (PRA) and Regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in the UK to underwrite general insurance and reinsurance policies. Financial Services Register number: 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and We transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand Your trade and Your challenges as a business owner so We are confident that We can protect Your business against the insured risks and give You the peace of mind You need.

We also have an excellent professionally trained in-house claims team who understand Your needs and will diligently and sincerely listen to You so as to provide You with the best solutions to get Your business back on track as soon as possible after a loss.

If You would like to find out more about Us please visit Our website at: www.uk.cntaiping.com

Yamei Yang Chief Executive

China Taiping Insurance (UK) Company Ltd (Registered in England and Wales – Company Registration no: 1766035)

# CONTENTS

	Page
Introduction	1
Your Policy and Insuring Clause	3
Customer Information	4 – 6
	-
General Definitions and Interpretations	7 – 8
Section 1 Buildings	9 – 13
Section 2 Loss of rent	14 – 15
Section 3 Property Owners' Liability	16 – 18
Section 4 Employers' Liability	19 – 20
Section 5 Contents	21 – 23
General Exclusions	24 – 27
General Conditions	28 – 32
Policy Endorsements	33 – 34
Additional Benefits – Cyberscout	35 – 40
Claims Conditions and Notification Procedures	41 – 42
Privacy and Your Personal Information	43

# YOUR POLICY AND INSURING CLAUSE

# **Your Policy**

This is Your Property Owners 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.

Yamei Yang

Chief Executive

杨亚美

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 INFORMATION**

#### **COMPLAINTS PROCEDURE**

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

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.

#### FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme should We be unable to meet Our obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House, 15, St Botolph Street

London EC3A 7QU

Telephone: 0800 678 1100 or 0207 741 4100

Website: www.fscs.org.uk

#### YOUR RIGHT TO CANCEL

**You** have the right to cancel this insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to You by first class post.

If You do cancel this insurance within the initial 14-day period, then no cover will have been in place from the date of inception, as specified in the schedule, and no liability whatsoever shall attach to the Company in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14-day period, this insurance Policy will automatically come into force from the inception date specified in the schedule. You will remain liable to pay the full annual premium.

Following the expiry of the initial 14-day period, this insurance Policy may be cancelled at any time at Your 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. To exercise Your right to cancel, contact the broker who arranged this cover for You.

#### **CANCELLATION IF YOU PAY VIA DIRECT DEBIT**

If Your Policy is cancelled mid-term, We will calculate the return premium on a monthly pro rata basis and We will not return the premium already collected in past instalments. If You cancel Your Direct Debit during the period of insurance without asking Us to cancel the Policy at the same time, We will send You a Notification of Cancellation of Direct Debit, where We will specify the remaining premium to be collected, in a lumpsum, and You will be obliged to make the payment of the remaining balance within 7 days of the notice in order to keep the Policy in force. If You still fail to make the payment, this Policy will be cancelled with effect from the date of the premium default.

#### THE LAW THAT GOVERNS THIS POLICY AND JURISDICTION

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance Policy shall be subject to the law governing England and Wales.

The indemnity provided by this Policy shall apply only to judgements against You in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

# THE LAW THAT GOVERNS THE INTERPRETATION OF THIS POLICY

All disputes concerning the interpretation of this Policy are understood and agreed by both You and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This Policy should be read carefully and if it is incorrect return it immediately to Your insurance broker for alteration.

This Policy should be kept in a safe place – You may need to refer to it if You have to make a claim. It is recommended that You to retain details of Your Employers' Liability insurance and certificates for at least 60 years.

# **GENERAL DEFINITIONS AND INTERPRETATIONS**

# **Accidental Damage**

means Damage caused by accidental and external means

# **Average (Underinsurance)**

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

# **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

#### **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

# Company/Our/Us/We

means China Taiping Insurance (UK) Co Limited

# **Computer Systems**

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility owned operated by or held in trust by You

# **Damage**

means 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

#### Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by Computer Systems

# **Employee**

means any

- (1) person under a contract of service or apprenticeship with You
- (2) self-employed person
- (3) person under a work experience scheme
- (4) person hired or borrowed by You and working for You in connection with the Business

# **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

#### **Premises**

means the Premises stated in the Schedule

# Unoccupied

means wholly unoccupied mainly unoccupied or not in use

# You / Your / Insured

means person and/or Company named as the "Insured" in the policy schedule

# **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**

- (1) incurred in removing debris except from the Premises of such Property Insured destroyed or from the area immediately adjacent to the Premises.
- (2) 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 by-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**

	Bodily Injury causing	One unit of Benefit	
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 Buildings Condition 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

#### (11)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 Rents or Gross Revenue**

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

#### Standard Gross Rents or Gross Revenue

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

- (1) 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
- (2) 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 a 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:

- (1) the person firm or Company named in the Schedule to this Section
- (2) 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
- (3) subsidiary companies created or acquired after the date of inception provided that
  - a) the Insured shall have notified the Company and the Company accepted the subsidiary
  - b) the Insured has paid any additional premium required by the Company
  - c) the insurance hereunder shall apply in respect of such subsidiary only from the date of acceptance by the Company
- (4) 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

#### **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

- (1) accidental injury to any person and / or accidental Damage to Property
- (2) 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

- (1) in connection with the defence of any claim
- (2) 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;
  - a) the use or existence of or exposure to asbestos products fibres or dust
  - b) 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
  - c) ownership possession or use of any aircraft hovercraft water craft
  - d) 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

- (1) the provision and management of catering social sports and welfare organisations and first aid ambulance and medical services for the benefit of Employees
- (2) 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

- (1) in connection with the defence of any claim
- (2) for Your representation at
  - a) any Coroner's Inquest or Fatal Accident Inquiry in respect of death
  - b) 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:

- (1) furniture furnishings and carpets
- (2) 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
- (3) 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

(4) 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 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) Computer Systems and/ or any Data
  - 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

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- b) 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:
  - i. involves violence against one or more persons or
  - ii. involves Damage to property or
  - iii. endangers life other than that of the person committing the action or
  - iv. creates a risk to health or safety of the public or a section of the public or
  - v. 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.

# (5) 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

# (6) 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

# (7) Other Insurances

Loss or destruction or Damage to property more specifically insured by You or on Your behalf

# (8) 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

# (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 System or Data whether the property of the Insured or not and whether occurring before during or after the year 2000:

- a) to correctly recognise any Data as its true calendar date
- b) to capture save or retain and / or correctly manipulate interpret or process any Data or information or command or instruction as a result or treating any data otherwise than as its true calendar date
- c) 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 System 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

#### (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

#### (13) COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary this Policy excludes any actual or alleged Damage, legal liability, injury, costs and expenses - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a communicable disease or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the Premises that is/are possibly or actually infected with a communicable disease shall not constitute Damage, whether physical or otherwise, or give rise to Your legal liability or any costs of expenses in any way.

For the purpose of this Exclusion, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- b) the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- the disease substance or agent can cause or threaten Damage injury or illness to human health or human welfare or can cause or threaten Damage to deterioration of loss of value of marketability of or loss of use of property

#### Provided that:

- a) where We are alleging that this exclusion applies then the burden in proving to the contrary lies with You;
- b) this exclusion applies to all sections of this Policy except those (where available and insured) noted below:
  - Section 4 Employers' Liability; but any circumstance where compulsory insurance of liability to any Employee is required by statute but the limit of indemnity shall be reduced to the minimum amount as required by law;

# (14)CYBER EXCLUSION

This Policy excludes any Damage consequential loss theft by Employee liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with:

- a) a Cyber Loss
- b) any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any Data including any amount pertaining to the value of such Data

regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that this exclusion applies to all sections of this Policy except (where available and insured) Section 4 Employers Liability.

Notwithstanding a) and b) above, this Policy covers the cost to repair or replace a Computer System including any consequential loss following Damage insured under this Policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, accidental Damage, escape of water, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail and breakdown.

For the purpose of this Exclusion:

Cyber Loss means any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident

# Cyber Act means:

a) one or a series of unauthorised malicious or criminal acts or instructions regardless of time and place

- or the threat or hoax thereof involving access to processing of transmission of use of or operation of any Data and/or Computer System
- b) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a Computer System or network

# Cyber Incident means:

Any misuse, error or omission or series of related errors or omissions involving:

- a) access to processing of use of or operation or availability of any Data and/or Computer System or any reductions in the functionality of or partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System
- b) any use of electronic networks including but not limited to the internet and private networks intranets extranets electronic mail worldwide web social media and similar medium carried out by You or by any person, partnership firm or Company acting for You or on Your behalf

# **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 if 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;
- 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:-
  - 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:

- a) 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);
- b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c) 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:

- a) exercise reasonable care that only competent persons are employed in the Business
- b) 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
- c) 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
- d) 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

- a) 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
- b) immediately notify the police of any riot Damage theft or loss of property
- c) carry out and allow to be done anything reasonably practicable to prevent any further loss destruction or Damage or interruption to the Business
- d) forward to Us immediately upon receipt every relevant letter claim writ summons or process

e) 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

- a) 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
- b) exercise sole control over dealings with any third party claim and legal proceedings relevant thereto
- c) 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:-

- a) continue cover on the same terms;
- b) impose additional terms or restrict cover where relevant;
- c) alter the premium;
- d) 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 30 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.

# (14)Portable Electrical Inspection Conditions - Pat Testing

It is a condition precedent to liability of the Company under this Policy that all portable electrical appliances owned or under Your control are all:-

- a) periodically tested by a NICEIC or ECA accredited contractor
- b) labelled once tested, whether passed or failed and You keep a record of Your test results for at least 5 years. Any item that has failed its test should be disconnected from a power supply until it is repaired by a qualified technician or removed from the Premises.

otherwise all Damage arising from or caused by fire or explosion will be excluded.

# (15)Cooking Equipment Condition (for Property Owners where Landlords Contents include the Range)

It is a condition precedent to the liability of the Company under this Policy in respect of any deep fat frying range or commercial deep fat frying equipment:

- a) the equipment, including any associated flue pipe and extraction ducting, must be installed and securely fixed in position, and free from contact with combustible materials or combustible construction elements of the buildings, and operated in accordance with the manufacturer's instructions;
- b) the frying equipment is fitted with:
  - i. a fully functioning thermostat to prevent the temperature of the cooking fat or oil in any of the pans rising above 205 degrees centigrade (401 degrees Fahrenheit), or any lower temperature recommended by the manufacturer;
  - ii. a separate high temperature limit thermostat without automatic resetting to shut off the heat source if the temperature of the fat or oil in any of the pans exceeds 225 degrees centigrade (440 degrees Fahrenheit);
  - iii. a flame failure cut-off device for gas heated equipment;
- c) at least once per annum:
  - i. all extraction ducting integral to a deep fat frying range through to the sump/drip tray, the extractor motor, and extractor motor impeller and housing must be cleaned by a specialist contractor.
  - ii. all deep fat frying equipment must be serviced in accordance with the manufacturers guidelines
  - iii. a full record of both the cleaning and servicing of the equipment must be retained by You and available for inspection by the Company if required.
  - iv. if at inception of this Policy there is no certificate confirming that existing equipment has been the subject of such cleaning and maintenance within the past 12 months, then You must arrange for such work to be undertaken within 45 days of inception of this Policy
- d) the connection of all such equipment to the power or gas supply must be carried out either by the manufacturers, the supplier or by a Gas Safe registered contractor for gas fired equipment or an NICEIC, ECA or SELECT registered contractor electrically powered equipment.

# **POLICY 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 of 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

# **ADDITIONAL BENEFITS - CYBERSCOUT**

Working in partnership with Cyberscout, Your Policy includes access to bespoke cyber protection support and relevant educational services to help You avoid becoming a victim of a Cyber Incident. The details of how to access this service can be found in Your Policy schedule.



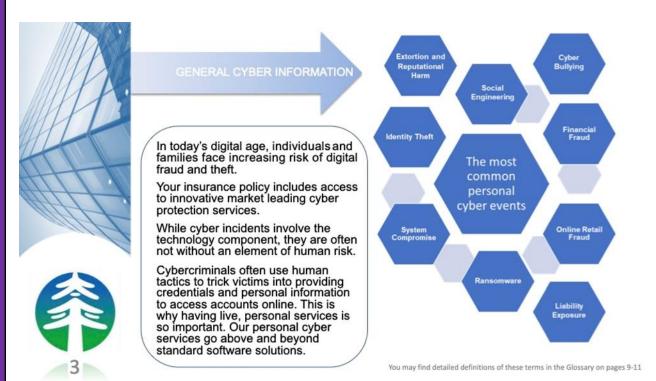




# **CONTENTS GUIDE**

- 2 Cyber Landscape
  - **3** General Cyber Information
    - 4 Services Overview
    - 5 Examples of Resolution Services
    - 7 Cyber Education for Individuals & Families
  - 8 How to get our Help
- 9 Glossary of Cyber Terms







Call the Resolution Centre 24/7 any time of day to learn how to protect from cyber incidents before they happen: 08000608751

Access our Cyber Education Portal to stay up to date on the latest cyber protection tips

Learn today's best practices to protect against identity theft and fraud.

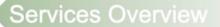
When things go wrong, a dedicated specialist will stay with your case from first call to resolution.

We will walk you through the process of acquiring your credit report to ensure all your credit details are accurate.

We will help you notify the appropriate organisations to ensure you are protected, including banks, credit card companies, government agencies police report filing, social media platforms, and more.

We document all information and materials throughout the case to ensure you have all the evidence needed.

Multiple languages available with the Resolution Centre







#### Examples of Resolution Services

	Type of Cyber Event	Example Scenario	Examples of Personal Cyber Guidance Provided by our Resolution Center
	Identity Theft	Customer receives a collections notice informing them that unbeknownst to them, a business was set up in their name and is overdue thousands of pounds in merchant credit.	Assist with notification of credit bureaus     Investigate if bank/credit card company will reimburse
	Financial Fraud/Fund Transfer Fraud	Customer receives scam phone call and is tricked into divulging their personal account information. Funds are transferred out of their account without their permission.	Assist with cancellation/freezing of accounts until situation has been resolved     Investigate if bank/credit card company will reimburse lost funds     Investigate if further security can be placed on account moving forward     Assist with changing passwords on all accounts



Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



Online Retail Fraud	Customer finds a great deal on a new car online. They send funds as a deposit with no follow up from seller, and discover it was a false listing.	Assist with contacting retailer or online platform     Assist with changing passwords to secure shopping/sales account     Contact credit cards and/or Paypal, etc. to confirm if charge was processed     Assist with contacting law enforcement if appropriate
Ransomware Support & Recovery	Customer is locked out of their computer or mobile device and receives a message demanding payment for it to be unlocked. Their information is fully encrypted.	Determine severity of situation and advise on immediate steps     Advise to disconnect computer or device from network     Determine if there are backups available and if they can be accessed     Engage IT forensic experts as needed
System Compromise	Customer's data is lost or destroyed due to ransomware, phishing, keystroke loggers, etc.	Confirm system compromise has occurred and gather information (device type, operating system, etc.)     Assist with contacting law enforcement
Extortion & Reputational Damage (Social Engineering, Cyber Bullying, etc.)	Customer is being blackmailed online with private photos and videos.	Assistance with filing report     Assistance collecting evidence     Liaising with bank     Engage IT forensic experts
Liability Exposure Support	Customer has had legal action taken against them or needs to take legal action as a result of a cyber incident	Confirm a liability situation exists and the customer requires legal assistance     Assist with filing a claim for external legal costs as needed

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Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



Cyber Education for

Protect Your Digital Life

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given call \$800.00 \$P\$'s to grow to be Cylentocal syncalate.

We provide "Knowledge Centres" which are online portals that provide content and educational information to help you avoid becoming a victim of fraud.

# Minimise Your Risk

Learn about the best ways to minimize your risk and help protect your personal informer

Knowledge Centre

Access the Portal

Chinataiping. mycybercentre. com







# Feel Safe

With our Cyber Services, you will receive valuable educational resources and tools that help you better understand your data risk and take steps to prepare for a cyber incident.

If you are affected by an incident, you will have unlimited access to a hotline to call for support in determining the extent of the incident, guidance on remediation and complete support.

How to get our Help

#### Access our services

- Call our 24/7/363 hotline on 08000608751 and talk to one of our specialists
- We can service the line from 3am-10am GMT in Mandarin Chinese
- Go online to access our dedicated educational portal:

Chinataiping.mycybercentre.com

# **GLOSSARY OF CYBER TERMS**

# Account takeover

A form of identity theft where a fraudster illegally uses bots (autonomous programs) to get access
to a victim's bank, e-commerce site, or other types of accounts. A successful account takeover attack
leads to fraudulent transactions and unauthorized shopping from the victim's compromised account.

# **Cyber Attack**

 An attempt by hackers to damage or destroy a computer network or system – malware, phishing, denial of service, ransomware.

# **Cyber Bullying**

 A form of bullying or harassment using electronic means. Cyberbullying and cyber harassment are also known as online bullying. Online bullying is targeted, deliberate and consistent. It has become increasingly common, especially among teenagers.

# **Extortion and Reputation Damage**

A crime in which one person forces another person to do something against his will, generally to give up
money or other property, by threat of violence, property damage, damage to the person's reputation, or
extreme financial hardship. Extortion involves the victim's consent to the crime, but that consent is obtained
illegally.

# **Financial Fraud**

 A deliberate deceit involving financial transactions for the purpose of personal gain and that results in a financial loss for the victim. The fraud can be committed either online, in person on via correspondence.

# Hacker (white hat, gray, black)

• A hacker is an expert at programming and solving problems with a computer or at gaining access to information on a computer. Not all hackers are malicious. Many companies hire white hat hackers to test or challenge their information systems and to highlight security failings that require safeguarding. A grey hat hacker is a computer hacker or computer security expert who may some-times violate laws or typical ethical standards but does not have the malicious intent typical of a black hat hacker. Black hat hackers are responsible for writing malware, which is a method used to gain access to computer systems. Their primary motivation is usually for personal or financial gain, but they can also be involved in cyber espionage, protest or perhaps are just addicted to the thrill of cybercrime.

# The deliberate use of someone else's identity, usually as a method to gain a financial advantage or **Identity Theft** obtain credit and other benefits in the other person's name, and often to the other person's disadvantage or loss. · One of the most significant words in the field of law, liability means legal Liability responsibility for one's actions or omissions. A liability, in general, is an obligation to, or something that you owe somebody else. A person commits mail fraud when they are involved in the mailing of something associated with fraud. Mailing contracts, receipts, and communications regarding a fraudulent deal could all be Mail fraud classified as mail fraud. Also includes mail sent through private and commercial carriers and also electronically through emails. A type of fraud or deception which makes use of the Internet and could involve hiding of information or providing incorrect information for the purpose of tricking victims out of money, Online Retail Fraud property, and inheritance. Goods or services are offered at cheap prices but are never shipped or provided. The payments are, of course, kept. Malware is the collective name for a number of malicious software variants, including viruses, ransomware and spyware. Malware typically consists of code developed by cyber attackers, designed Malware to cause extensive damage to data and systems or to gain unauthorized access to a network. The user is fooled into running an infected software or operating system for the malware to spread. The fraudulent practice of directing Internet users to a bogus website that mimics the appearance of **Pharming** a legitimate one, in order to obtain personal information such as passwords, account numbers, etc. • The fraudulent practice of sending emails purporting to be from reputable companies in order to persuade or fool individuals to reveal personal information, such as passwords and credit card **Phishing** numbers. Some phishing scams can target organizational data in order to support espionage efforts or state-backed spying on opposition groups. · A type of malicious software designed to block access to a computer system until a sum of money is paid. It works by encrypting user data until the correct decryption key has been Ransomware

#### · In the context of cybercrime, social engineering is the use of deception to Social Engineering manipulate individuals into divulging confidential or personal information that may be used for fraudulent purposes. · A nice way of saying that someone or something has maliciously broken into your computer system without your knowledge or permission. It means that you can't trust the integrity of Systems/Data compromise any file (program, document, spreadsheet, image, etc.) on your computer. Cardholder data compromise occurs when a merchant's payment system is accessed maliciously, and cardholder account information is stolen. In the context of information security, and especially network security, a spoofing attack is a situation in which a person or program successfully identifies as another by falsifying data, to gain an **Spoofing** illegitimate advantage. Can apply to emails, phone calls, and websites, or can be more technical, such as a computer spoofing an IP address, Address Resolution Protocol (ARP), or Domain Name System (DNS) server. Unwanted software that infiltrates your computing device, stealing your internet usage data and

Two-factor authentication (2FA)

**Spyware** 

gain access to or damage your computer, usually without your knowledge. Spyware is used for many purposes.

• An authentication method in which a computer user is granted access only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession,

and inherence. This could be a password, telephone access, fingerprint or facial recognition or a

secret question about yourself to answer. 2FA is a type of multi-factor authentication.

sensitive information. Spyware is classified as a type of malware — malicious software designed to

entered. It is usually downloaded unwittingly by clicking on an email link or a deceptive web

# **CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES**

#### **CLAIMS GENERAL CONDITIONS**

The following Conditions apply to all Sections of this Policy and You must comply with them or this Policy may not be in force

# (1) Your responsibilities

- a) notify the Company or Your insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
  - i. 7 days of Damage caused by riot civil commotion strikes labour disturbances or malicious persons
  - ii. 30 days of Damage by any other cause or injury insured by this Policy
  - iii. forward to the Company immediately on receipt and without answering it any letter claim writ summons or process
- b) inform the police as soon possible in respect of any loss, destruction or Damage arising from theft, malicious Damage or other crime affecting Your business. (https://www.police.uk/information-and-advice/reporting-crime)
- c) send to the Company at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the Company and send also details of any other insurance covering the loss destruction Damage injury or liability for which they are claiming indemnity under this Policy.
- d) take all reasonable steps to diminish or avoid the Damage and to minimise any interruption of or interference with the business, or risk of injury
- e) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the Company's written consent
- f) must retain ownership of their property at all times, and not abandon any property to the Company. The Company will not take ownership, possession or accept liability for any of the insured's property unless agreed in writing first
- g) You are required to pay Us the excess as noted on the Schedule before settlement of any claim, or the excess amount will be deducted from any payments We make to You or any other party in respect of any claim made on or against Your Policy

The Company shall be under no obligation to settle a claim under this Policy unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the Company.

# (2) The Company's rights

- a) If any event happens which may give rise to a claim under this Policy the Company will be entitled to:
  - i. enter the building where Damage has occurred and to take and keep possession of damaged property herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of Your consent for such purpose no property may be abandoned to the Company;
  - ii. exercise sole conduct and control over the defence or settlement of any claim made upon You or any other person covered by this Policy by any other party
  - iii. prosecute in Your name or the name of any other person covered by this Policy, but for the Company's benefit, any claim for damages or indemnity
- b) In the event of any claim under this Policy, You shall at the Company's 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 the Company
- c) You will provide all help and assistance and co-operation required by the Company in connection with any claim.

d) The Company may at any time pay to You in connection with any claim, or series of claims, the amount of the indemnity or the sum insured, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any Excess.

The Company will not make any further payment in respect of such claim, or claims, except for costs and expenses which they have already agreed to bear and which were incurred prior to such payment

#### PROCEDURE FOR NOTIFYING CLAIMS

In the event of an incident which may give rise to a claim, You must notify the Company, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify Us, please contact Our Claims Department, quoting Your Policy number, via:

# **During working hours:**

Write to Us at: China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA

Or telephone: **020 7839 1888**; or Facsimile: **020 7621 1202** 

Or via e-mail at: newclaims@uk.cntaiping.com
For emergency and outside of working hours:
Please contact: IAS Chartered Loss Adjusters

Telephone: **014 2485 0333** 

# PRIVACY AND YOUR PERSONAL INFORMATION

#### YOUR PERSONAL INFORMATION NOTICE

#### Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

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

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

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

# Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

# Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available online on our website or in other formats on request.

# **Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us at:

China Taiping Insurance (UK) Co Ltd 2 Finch Lane, London EC3V 3NA

Telephone 020 7839 1888

# **London Office**

2 Finch Lane, London EC3V 3NA Telephone: 020 7839 1888 Facsimile: 020 7621 1202

# **Manchester Office**

Manchester One, 53 Portland Street, Manchester M1 3LD Telephone: 0161 236 2631 Facsimile: 0161 237 9171