Policy wording

Commercial and Residential Landlords Insurance

January 2026

Contents

Defined terms are **highlighted in bold blue** ‣ *see page 6 and the start of each section of cover for their meanings*

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance broker.

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The policy wording, schedule and any endorsement must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print. Details of the Policy definitions can be found on page 6.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at **www.axa.co.uk/privacy-policy**.

If **you** do not have access to the internet, please contact **us** or **your** insurance broker and **we** will send **you** a printed copy.

Important phone numbers

AXA claims telephone helpline 0330 094 7089

Glass replacement service* 0300 303 2944

A quick and efficient service available 365 days a year.

Emergency helpline** 0330 024 5346

Our 24 hour emergency helpline is there to help **you** in the event of an emergency occurring at **your** business premises, for which an emergency tradesperson is required. Please quote AXA Commercial when **you** call. AXA Assistance (UK) Limited will provide details of reputable tradespeople who will be able to help **you**.

Calling the helpline does not constitute notification of an insurance claim. **You** will have to pay for any call out charges, parts and cost of labour quoted by the tradesperson. As this is a referral service, any agreement entered into will be between **you** and the tradesperson. AXA Assistance (UK) Limited cannot accept liability for the work carried out by the tradesperson.

* The Glass replacement service is provided by an AXA approved glazing and locks provider.

IMPORTANT INFORMATION: The Glass replacement service is available to AXA policyholders. If **you** do not have an AXA policy which provides cover for glass on the date of damage or breakage, **we** are unable to pay any claim for the damage, breakage, repair(s), or any other associated costs or expense.

** The emergency helpline is provided by AXA Assistance (UK) Limited. AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069.

Telephone calls may be monitored and recorded.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on page 9 under the 'Claims notification condition' and 'Claims procedures condition' under 'Policy conditions'.

Please contact **your** insurance broker who will help **us** deal with **your** claim quickly and fairly.

Making a complaint

If **you** are not happy with the way in which a claim or any other matter has been dealt with, please read 'Making a complaint' on page 79.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under each section.

Building(s)

The buildings at the **property** shown in **your** schedule including:

1. landlords fixtures and fittings, CCTV systems, entry and exit systems
2. outbuildings, annexes, private garages, gangways, foundations or footings, extensions, lamp posts, aerials, satellite dishes, street furniture, swimming pools, tennis courts, squash courts. (A limit of £2,500 will apply at any one **property** for outbuildings that are not built of brick, stone or concrete or roofed only with slates, tiles or concrete)
3. walls, gates, fences and hedges
4. yards, car parks, roads, pavements, paved terraces, patios, paths, drives
5. underground pipes, drains, piping, ducting, wires and associated switchgear and accessories on the property and cables belonging to **you** or which **you** are responsible for
6. tenants improvements which **you** are responsible for
7. fixed glass in windows, doors, fixed signs, fanlights, skylights, partitions and fixed sanitaryware
8. electric vehicle chargepoints fixed to **your** building(s) and their tethered cables and connectors belonging to **you** or for which **you** are responsible to a total value of £5,000 at any one **property**
9. solar panels fixed and forming part of the **property**.

Business

Your business as a property owner including

1. the management and upkeep of **your property** and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **your property**
3. private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
4. the sale or disposal of business assets.

Employed person(s)

Anyone:

1. under a contract of service or apprenticeship with **you**
2. who is
   - **a** employed by **you** or for **you** on a labour only basis
   - **b** self employed
   - **c** hired to **you** or borrowed by **you** from another employer
   - **d** a voluntary helper or taking part in a work experience or training scheme
   - **e** a prospective employee who is being assessed as to their suitability for employment

   and under **your** direct control or supervision.

Empty

Any **building** that is wholly unoccupied, more than 50% unoccupied, disused or not in active use by **you** or any of **your** tenants for more than 45 consecutive days.

Excess

The first amount of any claim or claims, for which **you** are responsible.

Period of insurance

The period from the start date to the expiry date shown in **your** schedule.

Policy

The policy and schedule and any endorsements attached or issued.

Policy territories

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

Property/properties

The **building(s)** at the address(es) shown in **your** schedule.

We/us/our

AXA Insurance UK plc.

You/your

The person(s), firm, company or organisation shown in your schedule as The insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1 Cancel **your policy**.

2 Declare **your policy** void (treating **your policy** as if it had never existed).

3 Change the terms of **your policy**.

4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

There are additional conditions under each section of cover.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed.

This condition does not apply to the Property owners liability section.

Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). Contact details for the FOS can be found in the 'Making a complaint' section of this **policy**. In either case this will not affect **your** right to take action against **us** over this disagreement.

Cancellation condition

1 **You** may cancel **your policy** at any time during the **period of insurance** by contacting **your** insurance broker.

2 **We** can cancel **your policy** for any reason by providing 30 days' notice in writing to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will return part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

Additionally, **we** can cancel **your policy** immediately by providing written notice to **your** last known address if **you** fail to make payment

a directly to **us**, or

b to **us**, **your** insurance broker, credit broker or finance provider where **you** are paying by instalments.

You will not be entitled to any return of premium where this happens.

If **your policy** is cancelled and a claim has been notified, paid or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We also have the right to cancel **your policy** in other circumstances as stated in the 'Fraud condition' or elsewhere within the 'Policy conditions'.

We do not have to offer renewal of **your policy**. If **we** do not offer renewal terms, cover will cease on the expiry date of **your policy**.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** but in any event within 30 days of any material change

1. to the **business** and/or tenant or usage of the property insured
2. in the person, firm, company or organisation shown in **your** schedule as the Insured
3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

1. as soon as practical
   - a give **us** notice of any circumstances which might lead to a claim under this **policy**
   - b give **us** all the information **we** request
2. immediately
   - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
   - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
   - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

1. **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover **property** lost and otherwise minimise the claim.
2. At **your** expense **you** must provide **us** with
   - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
   - b any assistance to enable **us** to settle or defend a claim
   - c details of any other relevant insurances.
3. **You** must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without **our** written consent.

4 Following a claim **you** must allow **us** or anyone authorised by **us**

a access to **property**

b to take possession of, or request delivery to **us** of any property insured.

5 **You** must not abandon any **property** to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

7 **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company to act on **your** behalf.

8 **We** will assess **your** claim based on **our** approved supplier's or loss adjusters view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims company, to act on **your** behalf.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium or,

2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or,

3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:

a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the amount of the claim to be paid or payable; and/or

b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4 Where **we** elect to apply one of the above then

- **a** if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
- **b** **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
- **c** **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

1. knowingly makes a fraudulent or exaggerated claim under **your policy**
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine), or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will:

- **a** refuse to pay the claim
- **b** declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us**, **your** insurance broker, credit broker or finance provider, this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full whether this is payable directly to **us**, **your** insurance broker, credit broker or finance provider.

Law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales shall apply. Unless **we** and **you** agree otherwise, the Law of England and Wales shall apply to this **policy**.

Maintenance condition

You must maintain **your property** in a good state of repair.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reasonable care condition

You must take reasonable steps to

1. prevent or protect against injury, loss or damage

2 keep **your property**, **landlord's contents**, **machinery**, plant and equipment in good condition and in full working order

3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk requirements that **we** ask for, within the period of time advised by **us**, and ensure that all such improvements remain in place throughout the duration of this **policy**.

We will not pay **your** claim where **you** have not complied with this condition.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA Group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent they are applicable.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

1 the defence or settlement of any claim

2 steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

No party who is not **you** or **us** shall have any right under this **policy** and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this **policy**.

Buildings section

Contents of this section

This section is covered where a sum insured is shown in **your** schedule.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

1 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

2 the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage 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.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Consequential loss/losses

Loss, resulting from interruption of or interference with the **business** as a result of **damage** to property used by **you**, at the **property**, for the purpose of the **business**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**; or

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage/damaged

Physical loss or destruction or damage.

Data

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

Denial of service attack

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

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from **storm** or not.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

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

Storm

Storm excluding damage by **flood**.

Terrorism

For England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Time element loss

Business interruption, contingent business interruption or any other **consequential losses**.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps, or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

If any **property** is **damaged** by any of the following causes, **we** will pay **you** for the value of the **property** at the time it is **damaged** or the amount of the **damage**, or at **our** option reinstate or replace the **property** or any part of it.

Causes

1 Fire, lightning or earthquake excluding the **excess** shown in **your** schedule.

2 Explosion excluding

- **a** damage caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **you** or is under **your** control, unless it is used for domestic purposes only.
- **b** the **excess** shown in **your** schedule

3 Riot, civil commotion, strikers, locked-out workers, labour or political disturbances, vandals or malicious persons excluding

- **a** damage caused by confiscation, destruction or requisition by order of the Government or any Public Authority
- **b** damage arising from stoppage of work
- **c** damage caused by **employed person(s)**, tenants or any other person lawfully on **your property** other than the cover for **damage** provided by the Malicious damage and theft by tenants cover
- **d** damage to any portion of the **building** which is **empty**
- **e** damage caused by theft or attempted theft
- **f** the **excess** shown in **your** schedule.

4 **Storm** or **flood** but excluding

- **a** damage due to a change in the water table level
- **b** damage resulting from frost, subsidence, ground heave or landslip
- **c** damage to moveable property in the open, fences, posts, hedges and gates
- **d** the **excess** shown in **your** schedule.

5 Escape of water from any tank, apparatus, pipe, or sprinkler installation excluding

- **a** damage to property caused by frost other than internal plumbing installations not in any outbuildings
- **b** damage to any **building** which is **empty**
- **c** any loss, damage or expense caused by the failure or lack of grout or sealant around baths or showers at the **property**
- **d** the **excess** shown in **your** schedule.

6 Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by animals excluding the **excess** shown in **your** schedule.

7 Leakage of fuel oil, used solely for domestic purposes, used in connection with the **building(s)** excluding

- **a** damage to any portion of the **building** which is **empty**
- **b** the **excess** shown in **your** schedule.

8 Theft or attempted theft but excluding

- **a** damage to any **building** which is **empty**
- **b** any loss, damage, cost or expense resulting from damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or **employed persons** or any member of **your** family or any other person lawfully at the **building(s)** other than the cover for damage provided by the Malicious damage and theft by tenants cover
- **c** the **excess** shown in **your** schedule.

9 Subsidence, ground heave and landslip cover

Subject to the following special condition **we** will pay **you** for **damage** caused by subsidence or ground heave of any part of the site on which the **property** stands or landslip excluding

1 the **excess** shown in **your** schedule

2 damage to yards, outdoor swimming pools, tennis courts, paved terraces, patios, drives, car parks, roads, pavements, walls, gates and fences unless the building structure is also **damaged** at the same time by the same cause

3 damage caused by or consisting of

- **a** the normal settlement or bedding down of new structures
- **b** the settlement or movement of made-up ground
- **c** coastal or river erosion
- **d** defective design or workmanship or use of defective materials
- **e** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

4 damage which originated prior to the start of this cover

5 damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the outside walls of the main building of the **property** are **damaged** at the same time by the same cause

6 damage resulting from demolition, construction, structural alteration or repair of any **property** or groundwork or excavation at the **property**.

Special condition applicable to subsidence, ground heave and landslip cover

You must tell **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to the **property**. **We** will then have the right to vary the terms or cancel this cover if **we** consider that the risk has changed.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Optional cover

10 Accidental **damage**

Your schedule will show if **you** have this cover included.

The Buildings section is extended to include the following cause

Any other **damage** excluding

1 damage which is excluded under causes **1** to **9** or under 'What is not covered' of the Buildings section

2 any loss, damage, cost or expense caused by or consisting of:

- **a** the action of light or atmosphere or moths
- **b** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
- **c** corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects

- **d** fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft

3 any loss, damage, cost or expense caused by or resulting from

- **a** coastal or river erosion
- **b** normal settlement or bedding down of new structures

4 damage to **property** caused by or consisting of

- **a** inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
- **b** any loss, damage, cost or expense resulting from damage caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any **employed persons** or anyone on **your** behalf, but **we** will cover subsequent **damage** defined in causes **1** to **8** covered by this section

but **we** will cover subsequent **damage** which results from a cause not excluded elsewhere in the **policy**

5 the cost of normal maintenance, redecoration or repair

6 any loss, damage, cost or expense cause by or consisting of

- **a** mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates
- **b** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- **c** change in temperature, colour, flavour, texture or finish.

but **we** will pay **you** for subsequent **damage** which results from a cause not excluded elsewhere in the **policy**.

7 any loss, damage, cost or expense resulting from damage to glass (other than fixed glass and fixed sanitaryware), china, earthenware, marble, curiosities, works of art or other fragile or brittle objects other than **damage** defined by causes **1** to **8** which is covered by this section. This exclusion does not apply to the cover provided under Glass breakage cover

8 the **excess** shown in **your** schedule.

Limit of cover

The most **we** will pay for any **property** covered by this section is the sum insured shown in **your** schedule for each item.

Extensions of cover

Additional metered oil, metered water and metered gas cover

We will pay **you** for the additional metered oil, metered water and metered gas charges incurred by **you** as a result of **damage** provided that

1 repairs are completed within 30 days of the **damage** being discovered

2 **we** will not cover for the charges incurred for any **property** that is **empty**.

The most **we** will pay under this cover during any one **period of insurance** is £10,000.

The amount **we** pay will be based on the amount of the oil charges, water charges or gas charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** oil, water or gas consumption during the intervening period.

Alternative residential accommodation cover

We will pay **you** for costs of reasonable alternative accommodation for **your** tenants and temporary storage of **your** tenants furniture while the residential portion of the **property** cannot be lived in or access is denied as a result of **damage**. This cover will only apply where **we** have made a payment or accepted liability under this section.

The most **we** will pay under this cover is 20% of the sum insured on the **damaged building** in addition to the **buildings** sum insured that has been **damaged** for a maximum period of 24 months from the date of **damage**.

Provided that this cover is not insured elsewhere.

For the purpose of this cover the meaning of **You/Your** will be:

The person(s), firm, company, or organisation shown in your schedule as The insured and the freeholder and the long leaseholder.

Architects, surveyors, legal and consulting engineers fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property** as a result of its **damage**, but not for preparing any claim.

Cables and underground pipes cover

We will pay **you** for the costs incurred following **damage** (which **you** are responsible for) to fuel or oil pipes, cables (including overhead electricity and telephone cables), septic tanks and associated pipes, underground pipes and drains (including inspection covers) on the **property** or connecting the **property** to the public mains but only to the extent to which **you** are responsible for repair.

The most **we** will pay for any one claim under this cover is £5,000.

Capital additions cover

We will pay **you** for

1 any newly acquired or newly erected property or property under construction (excluding any property which a building contractor is responsible for) which is not insured elsewhere

and

2 alterations, additions and improvements to **property** but not for any appreciation in value

anywhere within the **policy territories**.

Provided that

- **a** **you** give **us** details in writing within 30 days of the additions and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible
- **b** the provisions of this cover will be fully maintained in addition to any specific insurance effected under **a** above.

The most **we** will pay under this cover for any one location is 10% of the total sum insured under this section or £1,000,000 whichever is lower.

Contractors interest cover

Where **you** are required to arrange insurance for the **building(s)** in the joint names of **you** and the contractor under the terms of a contract condition then the interest of the contractor in the **building(s)** as joint insured is noted.

Provided **you** advise **us** of details of any single contract valued in excess of £50,000 and pay any additional premium **we** may require.

Contract works cover

We will cover **you** for contract works undertaken on any **buildings(s)** in the performance of any contract where **you** are responsible for arranging insurance cover under the terms of the contract. Provided that

1. this cover will only apply as long as the contract works are not insured elsewhere
2. **we** will not be liable for the first £350 of each and every loss.

The most **we** will pay in any one **period of insurance** under this cover is £100,000.

Day one average cover

Subject to the following special conditions, the amount payable for **property** under sums shown as the 'declared value' in **your** schedule will be calculated as reinstatement of the **damaged property**.

For this purpose, reinstatement means

1. the rebuilding or replacement of **damaged property**, which provided **our** liability is not increased may be completed
   - **a** in any manner suitable to **your** requirements
   - **b** on a different site
2. the repair or restoration of **damaged property**

in either case, to a condition equivalent to or the same as but not better or more extensive than its condition when new.

You have stated the declared value, shown in **your** schedule for each **property**, and the premium has been calculated accordingly.

Declared value means **your** assessment of the cost of reinstatement of each **property** at the level of costs applying at the start of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for

1 the additional cost of reinstatement to comply with public authority requirements
2 professional fees
3 debris removal costs.

Special conditions applicable to day one average cover

1 At the start of each **period of insurance you** must tell **us** the declared value of each **property**. Without this declaration the current declared value will be taken as the declared value for the next **period of insurance**.

2 If at the time of **damage** the declared value of the **property you** are claiming for is less than the cost of reinstatement at the start of the **period of insurance**, **our** liability for any **damage** will be proportionately reduced and will be limited to the proportion that the declared value bears to the cost of reinstatement.

3 **Our** liability for the repair or restoration of **property damaged** in part only, will not exceed the amount which would have been paid had the **property** been completely destroyed.

4 No payment will be made beyond the amount that would have been payable in the absence of this Day one average cover extension

   a unless reinstatement starts and proceeds without unreasonable delay

   b until the cost of reinstatement has been incurred

   c if the **property** at the time of the **damage** is insured by any other insurance which is not on the same basis of reinstatement.

If **you** do not comply with Special condition **4** or **you** decide not to rebuild the **property** in a condition equal to but not better or more extensive than its condition when new then this cover is cancelled and **our** and **your** rights and liabilities in respect of the **damage** will be subject to the following condition of average (under insurance).

The cover for each **property** is deemed to be subject to average i.e. if the **property** at the time of **damage** is valued at more than 115% of the declared value stated in **your** schedule, then **you** will be considered as self-insured for the difference and will be responsible for a proportionate share of the loss.

Debris recycling cover

We will cover **you** for the additional costs and expenses that **you** incur with **our** written consent to sort, separate and transport recyclable debris to recycling amenities following **damage**.

Provided that

1 **we** will not be liable for the first 10% of all costs and expense payable under this cover

2 the most **we** will pay for all claims in total for this cover is the lower of either £25,000 or 25% of the total amount paid or payable by **us** in respect of the costs of removing debris.

Drains clearance cover

We will pay **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your property** or for which **you** are responsible, following **damage** to **your property**.

The most **we** will pay for any one claim under this cover is £5,000.

Emergency services cover

We will pay **you** for the cost of restoring any **damage** to **your property** caused by the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising **damage** covered by this section.

The most **we** will pay for any one claim for
damage under this cover is £10,000.

Eviction of squatters expenses

cover

We will cover **you** for legal expenses that **you** incur in pursuit of proceedings to evict squatters from **your property** with **our** prior written consent provided that such loss is not insured elsewhere.

The most **we** will pay for any one claim under this cover is £15,000.

Extinguishment and alarm resetting expenses cover

We will pay **you** for

1 The cost of replacing and/or replenishing extinguishment materials when **you**, **employed persons** or the fire brigade attempt to extinguish or minimise loss by fire.

Provided that the costs and expenses cannot be recovered from the public authority responsible.

2 The cost for which **you** are responsible of recharging automatic extinguishment systems in line with the manufacturers recommendations. Provided the cost is incurred as a result of **damage** to the **property** insured under this section.

The most **we** will pay for any one claim under this cover is £25,000.

Failure of other insurances cover

We will cover **you** for **damage** to buildings where **you** have an insurable interest, but under the terms of the lease the responsibility for arranging adequate insurance cover rests with a third party lessee or third party lessor.

Provided that

1 there is a valid, enforceable lease in force

2 **you** could not have prevented such failure

provided that **we** will only cover

- **a** the excess beyond the amount payable under such insurance in the event of failure of the third party's insurance
- **b** claims arising directly from a contingency specified in the lease, but not for more than the cover provided by this **policy**.

The most **we** will pay for buildings cover and rental income will not exceed £1,000,000 in total at any one premises.

Falling aerials and trees cover

We will cover **you** for **damage** to the **building(s)** arising from falling trees or branches and breakage or collapse of television and radio receiving aerials (including satellite dishes) fittings and masts.

Flood resilience and protection expenses cover

This cover will only apply if **flood** is covered under this section.

In the event of **damage** to **property** caused by **flood**, **we** will pay for

1 any additional rebuilding costs for the incorporation of flood resilient materials

2 the relocation within the same buildings of replacement landlords' fixtures and fittings insured under the **policy** to an area of reduced exposure to **damage** by water arising from **storm** and/or **flood**

3 the additional costs in the utilisation of BS 851188 (or similar or replacement standard) approved products or other appropriate products, methods or schemes including specialist consultant fees for the purposes of providing protection against future **damage** by water arising from **storm** and/or **flood**.

We will not pay for:

1 any additional costs for work **you** had already planned to be carried out prior to such **damage**;

2 any additional costs for the amount of any charge or assessment arising out of capital appreciation which may be payable by **you** in respect of the **property** insured;

3 any additional costs for the cost incurred in complying with prevailing regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **you** prior to the happening of such **damage**;

4 any additional costs for replacing or protecting undamaged parts of the **property** insured;

5 the first 10% of all costs otherwise payable under the terms of this cover;

and

6 any costs if **you** choose not to rebuild the **buildings**. If **our** liability is reduced by the application of any of the terms and conditions of this **policy**, **our** liability under this cover will be similarly reduced.

The most **we** will pay for all claims in total for this cover is the lower of either £25,000 or 100% of the actual amount paid or payable by **us** to reinstate the **damage** in the absence of this cover. This will be paid by **us** in addition to **buildings** declared value.

Fly tipping cover

We will cover **you** for the costs that **you** necessarily and reasonably incur in clearing and removing any property illegally deposited around the **buildings**.

You will be responsible for the first 10% or £500 of each and every claim, whichever is the greater.

The most **we** will pay for this cover is £5,000 for any one claim and £20,000 during any one **period of insurance**.

Further investigation expense costs cover

Where a **building** has suffered **damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to portions of the same **building** which is not immediately apparent, **we** will cover the reasonable costs incurred by **you** with **our** written consent in establishing whether or not such **damage** has occurred.

The most **we** will pay in any one **period of insurance** under this cover is £10,000.

Glass breakage cover

We will, at **our** option, pay for or make good any breakage or malicious scratching of all internal or external fixed glass and fixed mirrors, belonging to **you** or for which **you** are responsible at the **property**. Provided that the glass and mirrors are in good condition and free from **damage** at the start of this **policy** excluding the Glass breakage **excess** shown in **your** schedule.

We will also pay for the cost of

1. boarding up and repair to associated framework, reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent
2. removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

We will not pay the Glass breakage **excess** shown in **your** schedule.

Illegal cultivation of drugs cover

We will cover **you** for the clean up costs and remedial works from the use of the **property** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act (1971).

Provided that **you**

1. carry out internal and external inspections of the **building(s)** at least every 3 months or as frequently as permitted under the tenancy agreement and
   - **a** maintain a log of those inspections and retain that log for at least 24 months
   - **b** carry out a 6 monthly management check of the inspections log
2. obtain and record a written formal identification of any prospective tenant
3. obtain and retain a written employers reference for any new tenant
4. obtain and record details of **your** tenant's bank account and verify those details by receiving at least one payment from that account
5. advise **your** tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items **2**, **3** and **4** above for all lettings that they arrange.

If **you** do not comply with the above **you** will not receive payment in respect of a claim.

The most **we** will pay in any one **period of insurance** under this cover is £5,000.

 Defined terms are **highlighted in bold blue** ▸ *see page 6 and the start of each section of cover for their meanings*

Inadvertent omission cover

Provided that **you** have notified **us** of **your** intention to cover any building within the **policy territories** which is owned or leased by **you** or where **you** are under a contract to purchase or lease a building, **we** will cover **you** for buildings that have been inadvertently omitted.

We will provide cover within the terms of this cover, subject to payment of the premium for all the premises inadvertently omitted from the start date of this **policy**.

But **we** will not cover

1. buildings which due to the terms of a lease, mortgage or other agreement should have been insured with another insurer
2. buildings for which at the time of loss there is an existing policy covering the same **damage**
3. buildings not insured due to **your** failure to renew an existing policy.

Inflation protection cover

We will adjust the declared value for **property** in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Landscaped gardens cover

We will pay **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, which **you** are responsible for, when the emergency services are attending the **property** as a result of **damage**.

The most **we** will pay for any one claim for **damage** under this cover is £25,000.

Loss minimisation and prevention expenditure cover

We will pay the costs and expenses necessarily and reasonably incurred by **you** or on **your** behalf to

1. prevent or minimise further **damage** at the **property**
2. prevent **damage** threatened by the illegal deposit of combustible property in on or around the **property**.

Provided that

- **a** these costs are as a direct result of or directly related to the **damage** or threatened **damage**
- **b** these costs are not more specifically insured under this or any other policy, bond, indemnity security or other legally binding contract
- **c** these costs are incurred with **our** prior written consent for any amount greater than £2,500 any one loss
- **d** **you** will be responsible for the first 10% of all costs payable or £400 whichever is the greater
- **e** the most **we** will pay for this cover is £25,000 in any one **period of insurance**.

Loss of keys cover

We will pay **you** for the cost of replacing external door locks after the loss of keys. Cover will extend to include replacement locks where there is reasonable evidence that keys have been duplicated by an unauthorised person.

The most **we** will pay for any one claim under this cover is £1,000.

Malicious damage and theft by tenants cover

We will cover **you** for malicious damage and loss by theft caused by **your** tenants provided that **you**

1. carry out internal and external inspections of the **building(s)** at least every 3 months or as frequently as is permitted under the tenancy agreement and
   a. maintain a log of those inspections and retain that log for at least 24 months
   b. carry out a 6 monthly management check of the inspections log
2. obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim
3. obtain and record details of **your** tenant's bank account and verify those details by receiving rental payments from that account, whether **you** receive payments direct or via a managing agency
4. obtain and retain a written formal identification of any prospective tenant
5. do not permit any sub-letting of **your property**.

If **you** do not comply with the above conditions **you** will not be covered and **we** will not pay **your** claim.

We will not pay **you** under this cover for

1. any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not
2. damage occurring
   a. where the tenancy agreement is for 90 days or less
   b. while the **building** is **empty**
3. damage caused by **employed person(s)**
4. the **excess** shown in **your** schedule.

The most **we** will pay in any one **period of insurance** under this cover is £5,000.

Mortgagees and other interests cover

The interest of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the **property** is noted and should be advised to **us** in the event of a claim.

Munitions of war cover

The War risk exclusion will not apply to **damage** to **buildings** from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within five miles of the **property**, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Non-invalidation cover

Your interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **property** where the risk of **damage** is increased without **your** or the mortgagees authority or knowledge. Provided that once **you** or the mortgagees are aware of the increased risk, **you** must give **us** written notice as soon as possible, but in any event within 30 days, and pay any additional premium that **we** may require.

Public authorities cover

Subject to the following special conditions, the cover on **your buildings** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or there to support any Act of Parliament or bye-laws of any public authority referred to as the stipulations, for

- **a** the **damage** to the **buildings**
- **b** undamaged portions of the **buildings**

Excluding

1 the cost incurred in complying with the stipulations

- **a** for damage occurring prior to the granting of this cover
- **b** for damage not insured by this section
- **c** where **you** have been served notice prior to the damage happening
- **d** where there is an existing requirement which has to be implemented within a given period
- **e** for **buildings** entirely undamaged by any insured event

2 the additional cost that would have been required to make good the **damaged buildings** to a condition the same as when new, had the need to comply with the stipulations not arisen

3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the **buildings** or by the owner to comply with the stipulations.

Special conditions applicable to Public authorities cover

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the **damage** or any further time that **we** agree (during those 12 months).

2 Reinstatement may be carried out on another site (if the stipulations require) subject to **our** liability under this extension not being increased.

3 If **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability for Public authorities cover will be reduced proportionately.

4 The total amount recoverable for any **buildings** will not exceed its sum insured.

Reinstatement of sum insured after loss cover

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss, unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will always

1 pay the necessary premiums that may be required for the reinstatement of the sum insured from the date of reinstatement

2 apply any additional risk improvements which **we** may reasonably require.

Reinstatement to match

cover

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

Provided always that **our** liability will in no case exceed 10% of the declared value any one occurrence or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

Removal of debris cover

We will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1 removing debris from

2 dismantling and/or demolishing

3 shoring up or propping

the portion or portions of the **property** insured as a result of **damage**. **We** will not pay for costs or expenses

- a incurred in removing debris except from the site of the **damaged property** and the area immediately adjacent to the site
- b arising from pollution or contamination of property not insured by this section.

Removal of debris (tenants' contents) cover

We will pay **you** for the irrecoverable costs and expenses (where they are not insured elsewhere) incurred by **you** with **our** consent to remove the debris of tenants' contents following **damage**.

We will not cover **you** for costs or expenses

1 incurred in removing debris except from the site of the **damaged property** and the area immediately adjacent to the site

2 arising from pollution or contamination of other property not insured by this section.

Removal of nests cover

We will pay **you** for the cost of removing wasps, bees or hornets nests from the **property**.

The most **we** will pay for any one claim under this cover is £1,000.

Removal of vermin cover

We will cover the reasonable costs incurred by **you** where **you** are required by the local authority or similar body to have **vermin** removed from any **building**.

The most **we** will pay for this cover is £5,000 for any one claim and £25,000 during any one **period of insurance**.

Seventy two hour cover

We will cover **you** for **damage** occurring within 72 consecutive hours of and caused by earthquake, **storm** or **flood** as one claim, provided the causes are covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the expiry of the **period of insurance**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**

3. any tenant provided that
   - a the **damage** did not result from a criminal, fraudulent or malicious act of the tenant and/or
   - b the tenant contributes to the cost of insuring the **property** against the event which caused the **damage**.

Sprinkler upgrade costs cover

We will cover **you** for the additional costs incurred following **damage** to the **buildings** to upgrade an automatic sprinkler installation within **your buildings** in order to meet current Loss Prevention Council (LPC) rules.

Provided that at the date of the **damage** the installation conforms to the LPC rules current at the date of installation and that the system has a complete service record up to the date of the **damage**.

Temporary removal cover

We will cover **you** for the temporary removal of

1. property insured covered by this section for cleaning, renovation or repair
2. deeds, documents and plans to any building within the **policy territories**.

The most **we** will pay for this cover for any one claim under each of **1** and **2** is £10,000.

Theft of building fabric cover

We will pay **you** for

1. **damage** to the external fabric of the **property** as a result of theft or attempted theft
2. **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **property**.

We will not cover the **excess** shown in **your** schedule for each and every loss after the application of any average condition.

This cover does not apply to any **property** which is **empty**.

Trace and access cover

We will pay **you** for the reasonable costs that **you** incur with **our** consent in finding the source of **damage** and repairing it, caused by

1. the escape of water from any tank, apparatus or pipe
2. **damage** to cables, underground pipes and drains providing services to the **property** and for which **you** are legally responsible.

The most **we** will pay for any one claim under this cover is £10,000 and £20,000 during any one **period of insurance**.

Transfer of interest cover

If at the time of **damage you** have entered into a contract to sell **your** interest in the **property** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

Tree felling or lopping cover

We will pay costs and expenses necessarily incurred in felling, lopping and removing trees for which **you** are legally responsible and which are an immediate threat to the safety of life or property.

Provided that **we** will not be liable:

1. for legal or local authority costs involved in removing trees
2. for costs incurred solely to comply with a preservation order
3. for the costs incurred in respect of routine maintenance.

The most **we** will pay under this cover is £500 any one claim and £2,500 in any one **period of insurance**.

Unauthorised use of electricity, gas, oil and water cover

We will pay **you** for the charges that **you** are responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying **property** without **your** authority. Provided that **you** take all reasonable steps to terminate the unauthorised use as soon as it is discovered.

The most **we** will pay for any one claim under this cover is £5,000.

Value Added Tax (VAT) cover

We will pay **you** for VAT, paid by **you**, which is not recoverable. Provided that

1. a **your** liability for the tax arises as a result of the reinstatement or repair of the **property** following **damage**

   b **we** have paid or have agreed to pay for the **damage**

   c if any payment made by **us** is less than the actual cost of the reinstatement or repair of the **damage**, then any payment under this cover, resulting from that **damage**, will be reduced by the same proportion
2. **your** liability for VAT does not arise from the replacement **property** having a greater floor area, or being better or more extensive than the **damaged property**

 Defined terms are **highlighted in bold blue** *see page 6 and the start of each section of cover for their meanings*

3 where the **property** is reinstated on another site **our** liability will not be higher than the amount of VAT that would have been payable had the **property** been rebuilt on its original site

4 **our** liability does not include amounts **you** have paid as penalties or interest for non-payment or late payment of VAT

5 **you** have taken all reasonable precautions to make allowances in the sum insured for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any condition of average, reinstatement costs will be exclusive of VAT. **Our** liability may be more than the sum insured for a **property** where the additional amount is solely as a result of VAT.

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Collapse exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from **damage** to the building or structure caused by its own collapse or cracking other than for **damage** defined in causes **1** to **9** which is covered by this section.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. This exclusion shall not apply to claims for **damage** resulting from a cause covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**, **employed persons** or any other person who is responsible for the **buildings**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, **we** will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by the section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation.

Excess exclusion

We will not cover the **excess** shown in **your** schedule.

Where a claim is covered under both the Buildings and Landlords contents sections **you** will only be responsible for one of the **excess** amounts detailed in **your** schedule.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **employed persons** or any other person who is responsible for the **building(s)** or results from voluntarily parting with title or possession of any **building(s)** as a result of a fraudulent scheme, trick, device or false claim but **we** will cover subsequent **damage** defined in causes **1** to **9** covered by this section.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

More specific insurance exclusion

We will not cover **you** for any **property** more specifically insured by **you** or on **your** behalf.

Other property exclusion

We will not cover **you** for any loss, damage, cost or expense to

1 property or structures in course of construction or erection and materials or supplies in connection with all such property

2 land, piers, jetties, bridges, culverts and excavations

3 trees or growing crops

4 pitch fibre pipes

unless specifically covered by this section.

Pet damage exclusion

We will not cover **you** for any loss, damage cost or expense to property insured when caused by a domestic pet.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the loss is caused by

1. pollution or contamination which itself results from cover causes **1** to **9** provided that peril is covered by this section
2. any defined peril from cover causes **1** to **9** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
2. buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
3. transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
4. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
5. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. For England, Scotland, Wales, the Channel Islands and the Isle of Man
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
2. For Northern Ireland
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

c riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition seizure or destruction or damage to property by or under the order of any government or public or local authority.

This exclusion does not apply to the Munitions of war cover.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover subsequent **damage** which itself results from causes **1** to **9** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

Change in tenancy condition

You must tell **us** of all changes in tenancy or occupation within the **property**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **property**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the **property** insured.

Empty properties condition

1 **You** must tell **us** immediately **you** become aware
   - a that the **property** is **empty**
   - b of any **damage** to the **empty property** whether the **damage** is insured or not
2 the **property** must be inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection must be maintained by **you**
3 all refuse and waste materials must be removed from the interior of the **property** and no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **you**
4 **you** must secure the **property** and put all protective, locking devices and any alarm protection into effective operation
5 the gas, water and electricity supplies must be turned off at the mains (except electricity needed to maintain any fire or intruder alarm systems)
6 during the period 1st October to 31st March all water systems must be drained unless **you** have agreed otherwise with **us**
7 **you** must implement any additional protections that **we** may require within the time scale **we** specify
8 all **damage** to the **property** must be rectified immediately
9 letterboxes must be sealed
10 the final exit door of the **building** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard (BS) 3621 or a cylinder lock confirming to European Norm (EN) 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Explosion condition

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, will have a contract providing the required inspection.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Fire extinguishing appliances condition

Fire extinguishing equipment must be

1 maintained in efficient working order

2 routinely tested and any defects promptly rectified.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Flat roof condition

Any flat portions of the roof of any **building(s)** which are over ten years old must have been inspected in the last 2 years, and be subject to further inspections at least once every 2 years, by a qualified builder, professional roofing contractor or property surveyor and any defects brought to light by that inspection are repaired. If **your** roof has not previously been inspected then **you** must have this done within 90 days from the start date of **your policy**.

If **you** do not comply with this condition **you** will not be covered for damage by **storm** and **we** will not pay **your** claim.

This condition does not apply to flat concrete roofs.

Individual flats condition

Where **your property** is an individual flat **we** will only be responsible for **our** proportionate share of any claim relating to portions of the **property** for which **you** are responsible.

Payments on account condition

In the event of **damage we** can, at **our** option, make monthly payments to **you** if required.

Reinstatement condition

If any **property** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one **property**.

Workmen's condition

Joiners and other tradesmen are allowed on the **property** to make repairs or minor structural alterations without prejudice to this insurance.

Rental income section

Contents of this section

This section is covered where a sum insured is shown in **your** schedule.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Notes

1. For the purpose of these definitions any adjustments implemented in current cost accounting will be disregarded.
2. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
3. Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **damage**, or which would have affected the **business** had the **damage** not occurred so that the adjusted figure represents as closely as possible the results which would have been obtained during the relative period after the **damage**.

Annual rental income

The **rental income** during the 12 months immediately before the date of the **damage**.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

1. 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
2. the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage 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.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage/damaged

Physical loss or destruction or damage to **property** used by **you** for the purpose of the **business**.

Data

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

Denial of service attack

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

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from **storm** or not.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Indemnity period

The period during which the **business** is affected beginning when the **damage** occurred and ending not later than the maximum indemnity period shown in **your** schedule.

Phishing

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

Rental income

The money paid or payable to **you** for tenancies and other charges for services provided in the course of **your business** at the **property**.

Standard rental income

The **rental income** during the period in the 12 months (or a proportionately increased multiple, if the **indemnity period** exceeds 12 months) immediately before the date of the **damage** which corresponds with the **indemnity period**.

Storm

Storm excluding damage by **flood**.

Terrorism

For England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Loss of rental income cover

We will cover **you** for loss of **rental income** if the **property** insured under the Buildings section is **damaged** during the **period of insurance** and as a result **your business** is interrupted or interfered with.

We will pay **you**

1 the difference between **your rental income** and the **standard rental income** during the **indemnity period** due to the **damage**

2 additional expenditure necessarily and reasonably incurred. This will include the cost of reletting the **property** and the associated legal fees in trying to avoid or limit the loss of **rental income** that, without the expenditure, would have taken place during the **indemnity period** because of the **damage**.

   The amount **we** pay **you** will not exceed the amount of the loss of **rental income** avoided

less any business expense saved because of the **damage** during the **indemnity period**.

Provided that

1 **we** have made a payment or accepted liability under the Buildings section of this **policy**

2 if the sum insured detailed in **your** schedule is less than **your annual rental income**, or a multiple of it where the maximum **indemnity period** shown in **your** schedule exceeds 12 months, then the amount **we** will pay **you** will be proportionately reduced

3 **our** liability under this section will not exceed the sum insured shown in **your** schedule.

Extensions of cover

Alternative trading cover

If during the **indemnity period** accommodation is provided other than at the **property**, for the benefit of the **business**, either by **you** or by others on **your** behalf, the money paid or payable for the accommodation will be taken into account in arriving at the **rental income** during the **indemnity period**.

Boiler explosion cover

We will pay **you** for loss of **rental income** caused by **damage** resulting from the explosion of any boiler or economiser at the **property** belonging to **you** or under **your** control.

Buildings awaiting letting at commencement of the period of insurance cover

If at the time of **damage** any **building** referred to in this schedule have been newly leased since commencement of the **period of insurance**, but no sum insured on **rental income** has been allocated to the new tenancy, this insurance will extend to include such **rental income** for a total sum not exceeding £150,000 per annum, for a maximum **indemnity period** of 24 months for all losses or series of losses arising directly from the same originating cause.

Buildings awaiting sale cover

If at the time of the **damage you** have contracted to sell **your** interest in the **property** or have accepted a written offer to purchase **your** interest in the **property** subject to contract, and the sale is cancelled or delayed solely due to the **damage**, **we** will pay at **your** option either

1 during the period before the date when the **property** would have been sold the actual amount of the reduction in **rental income** solely as a result of the **damage, or**

2 during the period starting with the date when the **property** would have been sold and ending with the actual date of sale, or when the **indemnity period** ends if earlier, the loss of interest which is

- **a** the interest incurred on capital borrowed (solely to offset, in whole or part, the loss of use of the sale proceeds) for the purpose of financing the **business**
- **b** the investment interest **you** have lost on any balance of the sale proceeds (after deduction of any capital borrowed in **2a** above)

less any amount received in **rental income**

3 the additional expenditure being

- **a** the expenditure needed, and reasonably incurred as a result of the **damage**, solely to avoid or minimise the loss payable under **1** or **2** above, but not more than the amount of loss avoided by the expenditure
- **b** the additional legal fees and other expenditure required as a result of the cancellation or delay due to the **damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **damage** under **3a** above or £100,000, whichever is less.

Provided that

1 **we** have made a payment or accepted liability under the Buildings section of this **policy**

2 **you** have made all reasonable efforts to complete the sale of the **property** as soon as reasonable after the **damage**.

Denial of access and loss or damage at managing agents' premises cover

We will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **your business** caused by accidental **damage** by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to

1 property within a 1 mile radius of **your property** which prevents or hinders the use of **your property**, or access to it, regardless of whether **your property** is damaged or not

2 **property** at the premises of **your** managing agents.

Provided that

a fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal are covered under the Buildings section in respect of **your property**

b the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hindrance of use and ending after 12 weeks during which time **you** suffer a loss of **rental income**

c **our** liability for any one claim and in any one **period of insurance** is the lower of either 25% of the annual rental income or £250,000 irrespective of the number of premises insured

d the 'Reinstatement of sum insured cover' shall not apply in respect of this endorsement.

We will not cover

i any loss, destruction of, or damage to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services

ii any incident involving interference or interruption with the business that is less than 12 hours duration.

Failure of other insurances cover

We will cover **you** for loss of rental income following **damage** to buildings where **you** have an insurable interest, but under the terms of the lease the responsibility for arranging adequate insurance cover rests with a third party lessee or third party lessor.

Provided that

1 there is a valid, enforceable lease in force

2 **you** could not have prevented such failure

provided that **we** will only cover

a the excess beyond the amount payable under such insurance in the event of failure of the third party's insurance

b claims arising directly from a contingency specified in the lease, but not for more than the cover provided by this **policy**.

The most **we** will pay for buildings and rental income cover will not exceed £1,000,000 in total at any one premises.

Special condition applicable to **Failure of other insurances cover**

You must have procedures in place to check that lessees or lessors have arranged adequate insurance cover.

If **you** discover a failure to insure or to insure for reinstatement value, **you** must immediately arrange insurance cover.

Failure of public supply cover

We will cover **you** for loss of **rental income** resulting from interruption or interference with **your business** caused by the unplanned disruption(s) of

1 the public electricity supply at **your** supplier's generating station or sub station

2 the public gas supply at **your** supplier's land based premises

3 the public water supply at **your** supplier's waterworks or pumping station

4 the public telecommunications services at **your** supplier's land based premises

from which you obtain electricity, gas, water or telecommunications services within the **policy territories** where such unplanned disruption is a direct result of **damage** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the lower of either 25% of the **annual rental income** or £250,000 in total in any one **period of insurance** irrespective of the number of **properties** insured and regardless of the number of suppliers affected during any one **period of insurance**. The 'Reinstatement of sum insured after loss shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the unplanned disruptions(s) of supply or service at **your property** and ending after 12 weeks in total during which time **you** suffer a loss of **rental income** regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **properties** insured.

We will not cover

a any failure

i which does not involve cessation of supply, for at least 12 consecutive hours

ii due to an excluded cause

b loss resulting from failure caused by

- **i** the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- **ii** strikes or any labour or trade dispute
- **iii** solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Inadvertent omission cover

Provided that **you** have notified **us** of **your** intention to cover any building within the **policy territories** which is owned or leased by **you** or where **you** are under a contract to purchase or lease a building, **we** will cover **you** under this section for
rental income that has been inadvertently omitted.

We will provide cover within the terms of this cover, subject to payment of the premium for all the premises inadvertently omitted from the start date of this **policy**.

But **we** will not cover

1. buildings which due to the terms of a lease, mortgage or other agreement should have been insured with another insurer
2. buildings for which at the time of loss there is an existing policy covering the same **damage**
3. buildings not insured due to **your** failure to renew an existing policy.

The most **we** will pay for any one claim at any single premises under both this section and the Buildings section in total is £1,000,000.

Munitions of war cover

The War risk exclusion will not apply to loss of **rental income** from or occasioned by the detonation of munitions of war or parts thereof in the United Kingdom in or within five miles of the **property**, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Professional accountants cover

We will pay **you** for the reasonable charges that **you** have to pay

1. to professional accountants for producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims procedures condition and reporting that these particulars or details are in accordance with **your** accounting records, other business books or documents
2. to **your** lawyers for determining **your** contractual rights under any rent cessor clause or insurance break clause contained in the lease.

We will not cover fees for any other purposes or for the preparation of any claim.

Reinstatement of sum insured cover

In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided that in the event of reinstatement **you** will always

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 apply any additional risk improvements which **we** may reasonably require.

Rent review cover

Where the **rental income** is subject to a rent review during the **period of insurance** then the sum insured by this section will automatically be increased to reflect the revised amount up to a maximum increase of 200% of the **rental income** sum insured stated in **your** schedule. **We** will not charge extra premium for increases during the current **period of insurance** provided that prior to renewal **you** tell **us** of the revised **rental income** for the next **period of insurance**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**

3 any tenant provided that

a the **damage** did not result from a criminal, fraudulent or malicious act of the tenant and/or

b the tenant contributes to the cost of insuring the **property** against the event which caused the **damage**.

Transfer of interest cover

If at the time of **damage** **you** have entered into a contract to sell **your** interest in the **property**, and the sale has not, but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent loss of **rental income** which itself results from a cause covered by this section.

Brittle articles exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage to glass (other than fixed glass and fixed sanitaryware), china, earthenware, marble, curiosities, works of art or other fragile or brittle objects other than loss of **rental income** resulting from damage defined in causes **1** to **8** which is covered by this section.

Collapse exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage to the building or structure caused by its own collapse or cracking other than for a loss of **rental income** resulting from damage defined in causes **1** to **9** which is covered by this section.

Collusion exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or **employed persons** or any member of **your** family or any other person lawfully at the **property**.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for loss of **rental income** resulting from **damage** by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for loss of **rental income** resulting from damage defined in causes **1** to **9** covered under the Buildings section of this **policy**.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**, **employed persons** or any other person who is responsible for the **buildings** impacting loss of **rental income**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable**

disease or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, **we** will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by the section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation.

Faulty or defective workmanship exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any **employed persons** or anyone on **your** behalf, but **we** will cover subsequent loss of **rental income** which results from **damage** covered under the Buildings section of this **policy**.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **employed persons** or any other person who is responsible for the **buildings** or results from voluntarily parting with title or possession of any **buildings** as a result of a fraudulent scheme, trick, device or false claim but **we** will cover subsequent loss of **rental income** which results from **damage** covered under the Buildings section of this **policy**.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Miscellaneous damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of

1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

2 change in temperature, colour, flavour, texture or finish

3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

4 mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

but **we** will cover subsequent loss of **rental income** which results from **damage** covered under the Buildings section of this **policy**.

More specific insurance exclusion

We will not cover **you** for any loss, damage, cost or expense more specifically insured by **you** or on **your** behalf.

Other property exclusion

We will not cover **you** for any loss, damage, cost or expense to

1. property or structures in course of construction or erection and materials or supplies in connection with all such property
2. land, piers, jetties, bridges, culverts and excavations
3. trees or growing crops
4. pitch fibre pipes

unless specifically covered by this section.

Pet damage exclusion

We will not cover **you** for any loss, damage cost or expense to property insured when caused by a domestic pet.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the loss is caused by

1. pollution or contamination which itself results from cover causes **1** to **9** provided that peril is covered by this section
2. any defined peril from cover causes **1** to **9** provided that peril is covered by this section, which itself results from pollution or contamination.

Property in the open exclusion

We will not cover **you** for any loss, damage, cost or expense in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
2. buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
3. transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
4. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Subsidence exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or resulting from

1 coastal or river erosion

2 normal settlement or bedding down of new structures.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 for England, Scotland, Wales, the Channel Islands and the Isle of Man

  a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

  b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 for Northern Ireland

  a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

  b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

  c riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

War risk exclusion

We will not cover **you** for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

This exclusion does not apply to the Munitions of war cover.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover loss of **rental income** as a result of subsequent **damage** which itself is covered under the Buildings section of this **policy**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **rental income**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this **policy** if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the amount of **rental income** for the **indemnity period** shown in **your** schedule.

Empty buildings condition

Where **you** are insured for **rental income** from a **property** that is **empty**, in the event of **damage you** need to provide evidence of what **you** would have earned from **rental income** and the date from when **you** would have earned it.

We will take into account

1. negotiations with prospective tenants before and after the **damage**
2. demand for similar accommodation in the locality
3. the general level of rents.

If required **we** will use the advice of a professional valuer acceptable to **us** and to **you**. Any fees will be included under this insurance.

Flat roof condition

Any flat portions of the roof of any **building(s)** which are over ten years old must have been inspected in the last 2 years, and be subject to further inspections at least once every 2 years, by a qualified builder, professional roofing contractor or property surveyor and any defects brought to light by that inspection are repaired. If **your** roof has not previously been inspected then **you** must have this done within 90 days from the start date of **your policy**.

If **you** do not comply with this condition **you** will not be covered for damage by **storm** and **we** will not pay **your** claim.

This condition does not apply to flat concrete roofs.

New business condition

For the purpose of any claims arising before the end of the first year of trading of the **business** at the **property**, the definitions for **annual rental income** and **standard rental income** will have the following meanings and not as previously stated.

Annual rental income

The proportional equivalent for a period of 12 months of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Standard rental income

The proportional equivalent for a period equal to the **indemnity period** of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Payments on account condition

In the event of **damage we** can, at **our** option, make monthly payments to **you** if required.

Value added tax (VAT) condition

Where **you** are responsible to the tax authorities for VAT all items in this section will be treated as excluding VAT.

Property owners' liability section

Contents of this section

This section is covered where a limit of indemnity is shown in **your** schedule.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay
2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
   a any coroner's inquest or fatal accident inquiry
   b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability at law beyond that applicable in the absence of those terms.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**.
2. Any 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**.

Data

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 a **computer system**.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the policy territories.

Event

Claim or series of claims against **you** as a result of or caused by a single source or the same original, repeated or continuing cause.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from or travelling by sea or air to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

1. **Bodily injury**.
2. Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy.

Pollutants

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1. Health and Safety
2. Terrorism (protection of premises)
3. Consumer Protection
4. Food Safety

legislation, applying within the **policy territories**.

Sudden incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Territorial limits

1. The **policy territories**.
2. The European Union but only in respect of
   - **a** part 7 of ‘Additional business activities cover’
   - **b** ‘Contingent motor liabilities cover’.
3. Worldwide but only in respect of
   - **a** part 3 and part **a** of ‘Personal liability cover’
   - **b** ‘Work overseas cover’.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

1 **personal injury**
2 **property damage**
3 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business** within the **territorial limits**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories**.

All **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Limit of indemnity

1 The property owners liability limit of indemnity shown in **your** schedule is the most **we** will pay in total for all damages arising from one **event**.

2 The property owners liability limit of indemnity is also the most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.

3 The most **we** will pay in total for **personal injury** and 'Claim costs cover' as a result of the growth of biological agents in water systems, water installations or cooling systems for all claims during any one **period of insurance** is £1,000,000.

4 The most **we** will pay in total for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act** is £2,000,000 or the property owners liability limit of indemnity shown in **your** schedule, whichever is the lower.

5 The most **we** will pay in total for all 'Accidental release of asbestos (Claims made) cover' and 'Claims costs cover' for all claims first made against **you** during the **period of insurance** is £1,000,000.

6 The most **we** will pay in total for all compensation, costs and expenses arising under 'Data Protection cover' as a result of all occurrences during any one **period of insurance** is £1,000,000.

7 The most **we** will pay in total for all 'Environmental clean up cover', as a result of one **sudden incident** or all such incidents happening during any one **period of insurance** is £1,000,000.

Where a claim for damages arises in addition to 'Environmental clean up cover' as a result of the same **sudden incident**, the most **we** will pay for the total amount of damages and 'Environmental clean up cover' added together will not exceed the property owners liability limit of indemnity shown in **your** schedule.

8 The most **we** will pay in total for all 'Manslaughter costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.

9 The most **we** will pay in total for all 'Safety legislation costs cover' and costs awarded against **you** or any person entitled to cover under this section, as a result of all occurrences during any one **period of insurance** is £1,000,000.

10 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims.

11 **We** will pay 'Claim costs cover' in addition to the limit of indemnity applicable to the claim or claims, except where

- **a** an action for damages is started or brought in the United States of America or Canada
- **b** **we** state any amount or limit of indemnity is inclusive of 'Claim costs cover'.

12 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity applicable to the claim or claims for the total of all damages and 'Claim costs cover' arising from the action.

13 **We** may at any time pay

- **a** the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
- **b** any lesser amount for which a settlement can be made.

We will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay 'Claim costs cover' in addition to the limit of indemnity applicable to the claim or claims, **we** will pay the costs incurred before the date of the claim payment.

Accidental release of asbestos (Claims made) cover

The 'Asbestos exclusion' under the heading 'What is not covered' does not apply in respect of this cover.

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

We will not cover

1 claims

- **a** relating to the fear suffered by any person of the consequences of exposure to **asbestos**
- **b** in respect of **property damage**, **nuisance or trespass** or **clean up costs**, unless arising from contamination resulting from the unplanned release of **asbestos** due to a **sudden incident** which happens at a specific time and

place during the **period of insurance** in the course of any work, process or other operation

- **c** to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
  - **i** that **you** have disposed of
  - **ii** owned, leased, let, rented, hired or lent to **you**
  - **iii** for which **you** have any statutory duty to manage **asbestos**.
- **d** for any incident known to **you** or for which **you** should have been aware before the start of this cover

2 the first £1,000 of each and every claim in respect of **property damage**, **nuisance or trespass** or **clean up costs**, caused by or arising from **asbestos**.

If during the **period of insurance you** first become aware of any circumstances that may give rise to a claim under this cover and

- **a** notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, and
- **b** a claim is subsequently made against **you**

we will consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

The following additional conditions apply to this section.

1 If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**

2 If **you** discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the material is established

3 **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and/or disposed of in accordance with Health and Safety regulations in force within the **policy territories**.

If **you** do not comply with these conditions **you** will not be covered and **we** will not make any payment in respect of a claim.

Additional business activities cover

The cover under this section includes the following activities of the **business**

1 providing and managing facilities for the benefit and welfare of **employed persons**, including

- **a** canteen
- **b** car parking
- **c** nursery, creche or child care where incidental to the **business**
- **d** sports or social facilities

2 the provision of car parking for the benefit of customers and visitors

3 owning, repairing, maintaining and decorating **your** own property or premises **you** use

4 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

5 maintaining and repairing vehicles and machinery owned or used by **you**

6 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

7 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

8 organisation and sponsorship of fundraising activities and events and sponsorship of individuals

9 the sale or disposal of **business** assets.

Claim costs cover

We will pay **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section. **We** will not cover **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will pay **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will pay the amount of damages which **you** are legally liable to pay in respect of

1 **bodily injury**

2 **property damage**

occurring during the **period of insurance** and arising out of

a the use by an **employed person** of their own motor vehicle

b the movement of any motor vehicle, not owned by, or provided by **you** or an **employed person**, that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

within the **policy territories** and in the European Union in connection with the **business**.

The 'Road Traffic Act exclusion' will not apply to this cover.

We will not pay

1 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

2 for loss of or damage to any motor vehicle referred to in **a** or **b** above

3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the amount payable by **us** in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity applicable to the claim or claims.

Data Protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay under Data Protection legislation occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

a any claims from directors or **employed persons**

b fines or penalties imposed by a court

c the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

d the cost of replacing, reinstating, rectifying or erasing any personal data

e refund of monies paid to **you** by any claimant

f liability for which cover is provided under any other more specific insurance.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** or **property damage**, occurring during the **period of insurance** arising out of premises **you** have disposed of but had previously owned in connection with the **business**.

We will not cover

1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them

2 any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply where the release or escape of such **pollutants** arises from a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

We will not cover

1 any part of a claim for **clean up costs**
   - a at, in or upon property that is or was owned by **you**, or in **your** possession, or in **your** custody or under **your** control
   - b to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
      - i necessary to meet the standards required by law at the start of remediation
      - ii existing at the time of a **sudden incident** for which a claim is made under this section.

2 the **excess** of £500 in respect of each and every claim.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

We will not cover

1 fines, penalties or awards of compensation imposed by a criminal court

2 fees for intervention raised or payable under any Health and Safety laws or regulations

3 costs and expenses of implementing any remedial order or publicity order

4 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order

5 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order

6 costs and expenses of defence where defence costs are available from any other source or insurance

7 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Munitions of war cover

The 'War risk exclusion' will not apply to claims arising from the accidental detonation of munitions of war arising within the **policy territories**, provided that the presence of munitions does not result from a state of war current at the time of damage.

Personal liability cover

If a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1 performing their normal duties in connection with the **business**

2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent

3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

a the spouse, civil partner, cohabiting partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey

b the officers, committee and members of benefit, welfare, fire, safety and security facilities, that **you** provide for employed persons, in their respective capacities as such

c **your** personal representative in the event of **your** death, or the personal representative of any other deceased person entitled to cover.

We will not pay where cover is provided by another insurance policy.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the principal arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage

1 premises which are leased, let, rented, hired or lent to **you**

2 premises including contents where **you** are temporarily carrying out work in connection with the **business**

3 vehicles or personal effects on **your** premises, which belong to or are the responsibility of **your** directors, partners, officers, **employed persons** or **your** visitors.

We will not provide cover for

a loss of or damage to property

- i owned by **you**
- ii leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility, other than where cover is provided under **1**, **2** or **3** above

- **iii** that is being worked on or is undergoing a process or other operation where loss or damage arises out of such work, process or other operation
- **iv** for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner

b any **contractual liability**

c **clean up costs**.

Safety legislation defence cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you**, for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to pay the costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** or any person entitled to cover under this section, in connection with the proceedings.

We will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. fees for intervention raised or payable under any Health and Safety laws or regulations
3. costs and expenses of an appeal against improvement or prohibition notices
4. costs and expenses from the point of being charged for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
5. costs and expenses of defence where defence costs are available from any other source or insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Work overseas cover

We will cover **you** for non-manual work temporarily undertaken by **you** or on **your** behalf worldwide by persons ordinarily resident within the **policy territories**.

✗ What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

1. aircraft (including unmanned aerial vehicles such as model aircraft, helicopters and drones)
2. spacecraft
3. watercraft or hovercraft (except watercraft less than 8 metres in length or any hand propelled boat or pontoon).

Asbestos exclusion

We will not cover claims caused by or arising from

1. inhalation or ingestion of **asbestos**
2. exposure to or fear of the consequences of exposure to **asbestos**
3. the presence of **asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover claims

1. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
2. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. 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**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion will not apply to claims

a. for **bodily injury**
b. for physical **property damage**
c. under the 'Data Protection cover' of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

Deliberate act exclusion

We will not cover claims

1 caused by or arising from any deliberate act, error or omission

   a where the results are intended or expected, or are reasonably foreseeable by **you**

   b by anyone other than **you**, so far as cover is requested for their own liability

2 for **clean up costs** in circumstances where **you** have knowingly

   a deviated from any regulatory notice, order or protection ruling

   b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for **property damage** and this will apply to each **event**.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Offshore exclusion

We will not cover claims caused by or arising from any work offshore.

Overseas establishment exclusion

We will not cover claims caused by or arising from any

1 associated or subsidiary company of **yours**

2 of **your** branch offices

3 representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

Property agents professional risk exclusion

We will not cover claims arising from

1 loss of or damage to property

   a let or managed by **you**

   b for which **you** are responsible

2 any act, error, omission or fault in the service or duties which **you** provide or contract to undertake as letting or managing agents.

Punitive damages exclusion

We will not cover claims to pay

1. any award of punitive, exemplary or aggravated damages
2. additional damages resulting from the multiplication of compensatory damages

by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

A written record of the assessment must be retained by **you** for inspection by **us** if a claim arises.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will only pay any amount beyond that which is or would be payable under the other insurance policy.

Suspension of cover condition

We may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

Landlord's contents section

Contents of this section

This section is covered where a sum insured is shown in **your** schedule.

Meanings of defined terms

You can find the meanings for words in bold blue on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1 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

2 the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten damage 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.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**; or

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage/damaged

Physical loss or destruction or damage.

Data

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

Denial of service attack

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

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off. Whether resulting from **storm** or otherwise.

Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Landlord's contents

Fixtures and fittings at the **property** (not forming a permanent part of the structure), furniture, furnishings, utensils and domestic appliances belonging to **you** or for which **you** are responsible as landlord.

Phishing

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

Storm

Storm excluding damage by **flood**.

Terrorism

For England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Time element loss

Business interruption, contingent business interruption or any other consequential losses.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

If any **landlord's contents** is **damaged** by any of the following causes, **we** will pay **you** for the value of the **landlord's contents** at the time it is **damaged** or the amount of the **damage**, or at **our** option reinstate or replace the **landlord's contents** or any part of it.

Causes

1 Fire, lightning or earthquake excluding the **excess** shown in **your** schedule.

2 Explosion, excluding

- a damage caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **you** or is under **your** control, unless it is used for domestic purposes only.

b the **excess** shown in **your** schedule

3 Riot, civil commotion, strikers, locked-out workers, labour or political disturbances, vandals or malicious persons, but excluding

a damage caused by confiscation, destruction or requisition by order of the Government or any Public Authority

b damage arising from stoppage of work

c damage caused by **employed person(s)**, tenants or any other person lawfully on **your property** other than the cover for **damage** provided by the Malicious damage and theft by tenants cover

d damage to **landlord's contents** in any **property** which is **empty**

e damage caused by theft or attempted theft

f damage to **property** in the open

g the **excess** shown in **your** schedule.

4 **Storm** or **flood**, but excluding

a damage due to a change in the water table level

b damage resulting from frost, subsidence, ground heave or landslip

c damage to property in the open

d the **excess** shown in **your** schedule.

5 Escape of water from any tank, apparatus, pipe or sprinkler installation, excluding

a damage in any **property** which is **empty**

b any loss, damage or expense caused by the failure or lack of grout or sealant around baths or showers at the **property**

c the **excess** shown in **your** schedule.

6 Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by animals excluding the **excess** shown in **your** schedule.

7 Leakage of fuel oil, used solely for domestic purposes, used in connection with the **buildings**, excluding

a damage to **landlord's contents** in any portion of the building which is **empty**

b the **excess** shown in **your** schedule.

8 Theft or attempted theft, but excluding

a theft from any garden, yard or open space

b damage to **landlord's contents** in any **property** which is **empty**

c any loss, damage, cost or expense resulting from damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or **employed persons** or any member of **your** family or any other person lawfully at the **property** other than the cover for damage provided by the Malicious damage and theft by tenants cover

d the **excess** shown in **your** schedule.

9 Robbery excluding the **excess** shown in **your** schedule.

Optional cover

10 Accidental damage

Your schedule will show if **you** have this cover included.

The Landlord's contents section is extended to include the following cause

Any other **damage**,

but **we** will not cover

1 damage which is excluded under causes **1** to **9** or under 'What is not covered' under the Landlord's contents section

2 any loss, damage, cost or expense caused by or consisting of

- **a** the action of light or atmosphere or moths
- **b** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
- **c** corrosion, rust, wet or dry rot, shrinkage, evaporation, loss or weight, dampness, dryness, marring, scratching, **vermin** or insects
- **d** any loss, damage, cost or expense in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft

3 any loss, damage, cost or expense caused by or resulting from

- **a** subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- **b** coastal or river erosion
- **c** normal settlement or bedding down of new structures

4 damage to **landlord's contents** caused by or consisting of

- **a** inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
- **b** faulty or defective workmanship, operational error or omission by **you**, any **employed persons** or anyone on **your** behalf, but **we** will cover subsequent **damage** defined in causes **1** to **9** covered by this section

but **we** will cover subsequent **damage** which results from a cause not excluded elsewhere

5 the cost of normal maintenance, redecoration or repair

6 any loss, damage, cost or expense caused by or consisting of

- **a** mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates
- **b** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- **c** change in temperature, colour, flavour, texture or finish

but **we** will pay **you** for subsequent **damage** which results from a cause not excluded elsewhere

7 any loss, damage, cost or expense resulting from damage to glass (other than fixed glass and fixed sanitaryware), china, earthenware, marble, curiosities, works of art or other fragile or brittle objects other than **damage** defined by causes **1** to **7** which is covered by this section. This exclusion does not apply to the cover provided under Glass breakage cover

8 the **excess** shown in **your** schedule.

Limit of cover

The most **we** will pay for any **landlord's contents** covered by this section is the sum insured shown in **your** schedule.

Extensions

Architects, surveyors, legal and consulting engineers fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **landlord's contents** as a result of its **damage**, but not for preparing any claim.

Capital additions cover

We will pay **you** for

1 any newly acquired **landlord's contents** which is not insured elsewhere

and

2 alterations, additions and improvements to **landlord's contents** but not for any appreciation in value

anywhere within the **policy territories**.

Provided that

- a **you** give **us** details in writing within 30 days of the additions and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible
- b the provisions of this cover will be fully maintained in addition to any specific insurance effected under **a** above.

The most **we** will pay under this cover for any one location is 10% of the total sum insured under this section or £5,000 whichever is lower.

Malicious damage and theft by tenants cover

We will cover **you** for malicious damage and loss by theft caused by **your** tenants provided that **you**

1 carry out internal and external inspections of the **building(s)** at least every 3 months or as frequently as is permitted under the tenancy agreement and

- a maintain a log of those inspections and retain that log for at least 24 months
- b carry out a 6 monthly management check of the inspections log

2 obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given

permission for this information to be released in the event of a claim

3 obtain and record details of **your** tenant's bank account and verify those details by receiving **rental** payments from that account

4 obtain and retain a written formal identification of any prospective tenant

5 do not permit any sub-letting of **your property**.

If **you** do not comply with the above conditions **you** will not be covered and **we** will not pay **your** claim.

We will not pay **you** under this cover for

1 any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not

2 damage occurring

  a where the tenancy agreement is for 90 days or less

  b while the **building** is **empty**

3 damage caused by

  a chewing, scratching, tearing or fouling by domestic pets

  b **your employees**

4 the **excess** shown in **your** schedule.

The most **we** will pay in any one **period of insurance** under this cover is £5,000.

Personal possessions cover

We will cover **you** for **damage** to any of **your** directors, partners, customers, visitors and **employed persons** personal effects (other than motor vehicles) provided that they are not insured elsewhere.

The most **we** will pay for this cover is £500 any one person.

Removal of debris cover

We will pay **you** for the costs and expenses necessarily incurred by **you** with **our** consent to remove the debris of **landlord's contents** following **damage**.

We will not cover **you** for costs or expenses

1 incurred in removing debris except from the site of the damaged property and the area immediately adjacent to the site

2 arising from pollution or contamination of other property not insured by this section.

Temporary removal cover

We will pay up to 10% of the sum insured whilst **landlord's contents** are temporarily removed from or in transit to or from the **property** for cleaning, renovation, repair or other similar purposes, but remaining in the **policy territories** excluding property insured elsewhere.

Theft from outbuildings cover

We will pay **you** for theft or attempted theft of **landlord's contents** from outbuildings excluding the **excess** shown in **your** schedule.

We will not cover **you** for any loss, damage, cost or expense caused by theft or attempted theft not involving entry to or exit from by forceable and violent means.

The most **we** will pay for any one claim under this cover is £1,000.

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a cause covered by this section.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**, **employed persons** or any other person who is responsible for the **buildings**.

Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, **we** will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by the section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious

persons, theft, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation.

Electrical signs exclusion

We will not cover **you** for any loss, damage, cost or expense to any electrical sign or its installation.

Excess exclusion

We will not cover the **excess** shown in **your** schedule.

Where a claim is covered under both the Buildings and Landlord’s contents sections **you** will only be responsible for one **excess** amount detailed in **your** schedule.

Excluded property exclusion

We will not cover

1. trade stock and materials
2. bills of exchange, promissory notes, cash, bank and currency notes, securities, deeds, bonds or documents of any description
3. business books, plans, specifications, designs and computer records
4. jewellery, watches, furs, precious metals, precious stones or articles made from them
5. curios, works of art, antiques, sculptures, rare books or pictures where the value of any one article is more than £1,000
6. property more specifically insured elsewhere.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for **landlord’s contents** or results from voluntarily parting with title or possession of any **landlord’s contents** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from an insured cause covered elsewhere in this section.

Fungal pathogens exclusion

We will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

Glass and sanitaryware exclusion

We will not cover **you** for any loss, damage, cost or expense to glass and sanitaryware other than when caused by fire, lightning or explosion or resulting salvage operations.

Other property exclusion

We will not cover **you** for any loss, damage, cost or expense to

1. property or structures in course of construction or erection and materials or supplies in connection with all such property
2. land, piers, jetties, bridges, culverts and excavations
3. trees or growing crops
4. pitch fibre pipes

unless specifically covered by this section.

Pet damage exclusion

We will not cover **you** for any loss, damage cost or expense to property insured when caused by a domestic pet.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination except (unless excluded elsewhere) **damage** to property caused by

1 pollution or contamination which itself results from cover causes **1** to **9**

2 any of cover causes **1** to **9** which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 For England, Scotland, Wales, the Channel Islands and the Isle of Man

- **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 For Northern Ireland

- **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- **c** riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **we** will cover subsequent **damage** which itself results from causes **1** to **8** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

Average condition

If at the time of **damage** the sum insured is less than the value of the **landlord's contents** insured, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **landlord's contents**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Flat roof condition

Any flat portions of the roof of any **building(s)** which are over ten years old must have been inspected in the last 2 years, and be subject to further inspections at least once every 2 years, by a qualified builder, professional roofing contractor or property surveyor and any defects brought to light by that inspection are repaired. If **your** roof has not previously been inspected then **you** must have this done within 90 days from the start date of **your** **policy**.

If **you** do not comply with this condition **you** will not be covered for damage by **storm** and **we** will not pay **your** claim.

This condition does not apply to flat concrete roofs.

Reinstatement condition

If any property insured by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the property exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one premises.

Making a complaint

We aim to provide the highest standard of service to every customer.
If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim using the contact details available in **your** claim documentation.

If **your** complaint relates to anything else please contact **your** insurance broker or AXA office where **your** policy was purchased.

Alternatively **you** can write to **us** at

AXA Insurance complaints

AXA Insurance UK plc
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Email: **commercial.complaints.ins@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and email address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance broker (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service.. This does not affect **your** right to take legal action.

The Financial Ombudsman Service

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4567*** or **0300 123 9123****

Fax: **020 7964 1001**

Email: **complaint.info@financial-ombudsman. org.uk**

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)
** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Provide a response within eight weeks of receiving **your** complaint, informing **you** of the results of **our** investigations or explain why this isn't possible.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded and monitored.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Emergency helpline complaints'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Financial Services Compensation Scheme

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme (**www.fscs.org.uk**).

Emergency helpline services complaints

If **you** have a complaint about the emergency helpline service, **you** should contact AXA Assistance at

AXA Assistance (UK) Ltd

The Quadrangle
106 – 118 Station Road
Redhill
Surrey
RH11 1PR

Telephone: **01737 815 913** (lines are open Monday to Friday 9am to 5pm, excluding bank holidays)

Please note: if **you** have any issues with the tradesperson, **you** will need to refer **your** complaint directly to the tradesperson.

ACLD1610P-A (01/26) (1841602)

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance broker.

www.axa.co.uk

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