

# Commercial / Residential Property Owner's Insurance Policy Document

Please read this document carefully. Should **You** have any questions please contact **Your Insurance Agent**.

Thank **You** for choosing **Ark Insurance** to be **Your** insurance provider.

This **Policy** has been prepared in accordance with **Your** instructions. Please read it carefully to ensure that it meets **Your** requirements.

This **Policy** consists of:

1. The **Policy** introduction which explains the basis on which cover is provided.
2. The **Schedule** which shows details of the **Period of Insurance** for which the **Business** is being covered, the **Property** or events insured, limits of indemnity, certain amounts **You** will be responsible for and details of which Sections are operative.
3. The Statement of Facts which is a record of the information that **You** provided to **Your Insurance Agent** and upon which **Your** insurance **Policy** is based.
4. General Definitions and General Conditions.
5. The Sections of the **Policy** which give details of the cover.
6. General Exclusions to cover applying to the whole **Policy**.
7. Any Endorsements or warranties which may apply to the **Policy** or individual Sections and which incorporate cover amendments, extensions, limitations and the like.

Immediate notice should be given to **Your Insurance Agent** of any changes that may affect the insurance provided by this **Policy**. Alterations in the cover required after the issue of the **Policy** will be confirmed by a separate Endorsement and / or **Schedule** and / or Statement of Facts that **You** should retain for safekeeping with **Your Policy**. **You** should refer to the **Schedule**, Statement of Facts, Endorsements and the **Policy** to ascertain precise details of cover currently in force.

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# Introduction

This **Policy** is underwritten by The Channel Syndicate at Lloyds and is administered by **Ark Insurance** in accordance with the authority granted under binding authority agreement(s).

**Ark Insurance** and the **Insurer** are authorised and regulated by the Financial Conduct Authority. The FCA's register can be accessed by visiting the FCA's Website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

In consideration of payment of the premium the **Insurer** is bound to indemnify **You** within the limits, terms, conditions and exclusions of this **Policy** against the events set out in the Sections operative and occurring in connection with the **Business** during the **Period of Insurance** and any subsequent period for which **You** pay and the **Insurer** agrees to accept a premium.

Where the **Insurer** is a Lloyd's syndicate they are made up of Lloyd's underwriters. Each underwriter is only liable for their own share of the risk and not for any others' share. **You** can ask **Ark** for the names of the Lloyd's underwriters and the share of the risk each has taken on.

Each **Insurer** is only liable in respect of the cover or service provided under the Section(s) of this **Policy** detailed against them on the **Schedule** of Insurance and not any other Section.

## Ark's Promise

Ark's aim is to provide excellent customer service to all **Our** Policyholders but sometimes things may go wrong. **Ark** takes complaints very seriously and aims to resolve problems promptly.

Please read this **Policy** carefully, together with the current **Schedule** and any Endorsements detailed in the **Schedule**. Please check them carefully to make sure that they give **You** the cover **You** want. If the cover does not meet **Your** needs or any part of the documentation is incorrect **You** must advise **Your Insurance Agent** or **Ark** in their absence.

If this **Policy** cover does not meet with **Your** requirements, please return all of **Your** documents to **Your Insurance Agent** within 14 days of receipt, **Ark** will return the premium paid in full, provided no claim has been made during that period.

If **You** wish to terminate the cover at any other time, please contact **Your Insurance Agent**. Any return premium will be calculated on a pro-rata basis detailed within this document unless a claim has been made.

Every notice or communication with **Your Insurance Agent** or **Us** should be made in writing. **We** recommend that **You** keep a written record (including copies of letters) of any information **You** give to **Your Insurance Agent** or **Us** at any time.

## Keeping Your Policy Up To Date

It is very important that **You** tell **Us** or **Your Insurance Agent** about any changes affecting **Your Policy** which have occurred either since the **Policy** commenced or since the last renewal date. Examples of changes that must be notified are listed below, however this list is not exhaustive and if **You** are in any doubt as to whether certain facts are relevant please contact **Your Insurance Agent** or **Ark** in their absence.

- If **You** change **Your** correspondence address
- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If there is a change in the type of tenant;
- If the **Property** is no longer let;
- If the **Property** is to be left unoccupied for more than 30 consecutive days;
- If the **Property** becomes permanently unoccupied (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal occupation);
- If **You** are convicted of a criminal offence (other than motoring offences);

- If **You** become bankrupt;
- If the full rebuilding cost of **Your Property** changes (if **You** have buildings Insurance with **Us**);
- If the contents sum insured changes (if **You** have contents Insurance with **Us**);
- If there are any renovations or **Building** works being carried out, or due to commence, at **Your Property**;
- If the **Property** is not in a good state of repair;
- If there is any flooding to the **Property**, or within 100m of the **Property**;
- If the **Property** is showing signs of potential subsidence, landslip or heave damage, i.e. cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

Please also refer to the 'Changes in Circumstances' under 'General Conditions'.

## How to Complain

**We** are dedicated to providing a high quality service and want to ensure **We** maintain this at all times. If **You** feel that **Ark** has not offered a first class service or if **You** have any questions or concerns about the **Policy** or the handling of a claim **You** should, in the first instance, contact the **Insurance Agent** through whom this insurance was placed or **Ark Insurance** direct at:

Head of Compliance

**Ark Insurance**

Oak House

Eastwood Business Village

Harry Weston Road

Coventry

CV3 2UB

If after contacting the above, **You** believe there is a reason to escalate the complaint **You** may contact the **Insurers** direct. Details on how to do this are detailed on **Your Schedule** of Insurance. The **Insurer** will investigate and provide a final written response as soon as possible but no later than two months of the complaint being made.

The **Insurer** will refer the matter initially to **Ark Insurance** or other such representative for a response which will be provided within two weeks from receipt of **Your** complaint.

If the matter is unresolved, the **Insurer** will further investigate and aim to conclude their enquiries and provide a final response within two months from the date the complaint was initially received.

If the **Insurer** is unable to provide a final response within two months, they will inform **You** about the cause of the delay and indicate when the investigation is likely to be complete.

In the event that **Your** complaint remains unresolved and in order to seek an independent review, **You** may also write to the Financial Ombudsman Service (FOS): Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Using **Our** complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

## Financial Services Compensation Scheme

**Ark Insurance** and the **Insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **Ark Insurance** or the **Insurer(s)** are unable to meet their obligations to **You** under this contract.

This depends on the circumstances of the claim. Compensation is only available to commercial customers in limited circumstances. Further information about the compensation scheme arrangements are available by visiting the website at <http://www.fscs.org.uk> or by contacting: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

# Employers' Liability Tracing Office Notice

Certain information relating to your insurance certificate or policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **you** that the above named information provided to the **Insurer** will be processed by the **Insurer**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

## General Definitions

Certain words have specific meanings wherever they appear in this **Policy** or **Your Schedule**. To help **You** identify these **We** have highlighted them in bold throughout the **Policy**.

### **Additional Persons Insured**

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
2. At **Your** request:
  - A. Any principal for whom **You** are completing a contract for the performance of work, to the extent required by the contract conditions.
  - B. Any director or **Employee** of Yours in connection with the **Business**.
  - C. Any officer or member whilst undertaking their duties in connection with **Your**:
    - i. canteen, sports, social, educational or welfare organisations;
    - ii. fire, security, first aid, medical or ambulance services.
  - D. Any director or officer of Yours for whom private work is undertaken by any **Employee**, with **Your** prior consent.

### **Accidental Damage**

**Damage** caused suddenly and unexpectedly by an outside force.

### **Ark / Ark Insurance**

This **Policy** is provided by **Ark Insurance Group Limited** in accordance with the authority granted under binding authority agreement(s). **Ark Insurance Group Limited** is located at Oak House, Eastwood Business Village, Harry Weston Road, Coventry CV3 2UB and is authorised and regulated by the Financial Conduct Authority and is entered on the FCA Register under reference 706598.

### **Annual Rental Income**

The **Rental Income** during the 12 months immediately before the date of the **Damage**.

### **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.

### **Building / Buildings**

The **Buildings** at the **Property** shown in **Your Schedule** including:

1. Landlord's fixtures and fittings
2. Outbuildings, annexes, private garages, gangways, foundations or footings, swimming pools, tennis courts, squash courts

3. Walls, gates, fences and hedges
4. Yards, car parks, roads, pavements, paved terraces, patios, paths, drives
5. Underground pipes 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, fanlights, skylights, partitions and fixed sanitary ware.

### **Business**

The **Business** described in **Your Schedule** 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 **Employee** for **Your** directors, partners or officers
4. the sale or disposal of **Business** assets.

### **Claim Costs**

Costs and expenses:

1. of any claimant which **You** or any of the additional persons insured become legally liable to pay
2. incurred with **Your** prior written consent, to investigate or defend a claim against **You** or any of the additional persons insured and this will include solicitors fees at;
  - A. any coroner's inquest or fatal accident inquiry
  - B. summary court proceedings.

### **Consequential Loss**

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**.

### **Contractual Liability**

Legal liability assumed by **You** under the express or intended terms of any contract or agreement that restrict **Your** right of recovery, or increase **Your** legal liability beyond that applicable in the absence of those terms.

### **Credit Cards**

Bank, charge, cheque, credit, debit and cash dispenser cards.

### **Damage / Damaged**

Accidental loss or destruction or **Damage**.

### **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information 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 and the generation of excess or non-genuine traffic between and amongst networks.

### **Electronic Data**

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### **Employee**

1. Any person working under **Your** control in connection with the **Business** who is:
2. Under a contract of service or apprenticeship with **You**.
3. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**.
4. A labour master or person supplied by him.
5. A person engaged as a labour only subcontractor.
6. A self-employed person working on a labour only basis under **Your** control or supervision.
7. A driver or operator of hired in plant.
8. A trainee or person undergoing work experience.
9. A voluntary helper.

10. Persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation.

#### **Empty / Vacant**

Residential **Property** or entire Residential portions within a **Property** which are **Unoccupied** or Commercial or mixed use **Property** wholly or mainly empty or not in use by **Your** tenant for more than 30 consecutive days.

#### **Endorsement**

Any variation or addition to the terms of the **Policy**

#### **Event**

Claim or series of claims against **You** or the **Additional Persons Insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

#### **Excess**

The first part of any claim which **You** must pay. The **Excess** applies separately to each individual Property detailed in the Schedule.

#### **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.

#### **Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data 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**.

#### **Insurance Agent**

An insurance intermediary and business regulated by the Financial Conduct Authority, authorised by **Ark Insurance** and whom **You** bought the insurance from.

#### **Insurer**

The Channel Syndicate at Lloyds.

#### **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. **Landlord's Contents** does not include:

- any permanent fixture and fittings of **Your Property**
- any part of the structure of **Your Property** including ceilings, wallpaper and the like
- **Property** held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**
- **Personal Money**
- **Credit Cards**
- **Property** insured by any other insurance Policy
- securities (stocks and shares) and documents of any kind
- any living creature
- **Motorised Vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these,
- **Valuables**, personal effects and clothing.

#### **Limit of Indemnity**

The amount shown in **Your Schedule** as the **Limit of Indemnity**.

**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.

**Motorised Vehicle**

Any electrically or mechanically powered vehicle.

**Period of Insurance**

The period of time the insurance is provided for under this **Policy**, as set out in the **Schedule**, and any other period the **Policy** is renewed for which **We** have agreed to accept and for which **You** have paid or agreed to pay a premium.

**Personal Money**

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.

**Phishing**

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

**Policy**

This document, **Your Schedule** of Insurance, Statement of Facts, Employers Liability Certificate and any Endorsements or warranties attached or issued.

**Pollution or Contamination**

**Pollution or Contamination** of **Buildings** or other structures or of water, land or the atmosphere.

**Property / Properties**

The **Buildings** at the address(es) shown in **Your Schedule**.

**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**.

**Safety Legislation Costs**

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation enacted within the **Territorial Limits**.

**Schedule**

This is part of the Policy. It shows the insured, **Period of Insurance**, Endorsements applicable, any **Excess** and the cover provided.

**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**.

**Territorial Limits**

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

**Terrorism**

An act, including but not limited to the use of violence or force and / or the threat thereof, whether as an act harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organisation(s) or government(s) or any person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and / or for the purpose of inspiring fear in the public or any section thereof.

**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.

### **Unoccupied**

Where the **Property** is insufficiently furnished for normal occupation, or Furnished for normal occupation but has not been lived in for more than 30 consecutive days.

### **Valuables**

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.

### **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 intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self- replication or not. The meaning of **Virus or Similar Mechanism** includes but is not limited to, trojan horses worms and logic bombs.

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

The **Insurer** specified on **Your Schedule** and **Ark Insurance** as administrators of **Your Policy**.

### **You / Your**

The person or persons, company or trading name (including subsidiary companies) named as the Insured or Policyholder in the **Schedule**.

## **How to make a Claim**

**Claims number: 02476 437637**

If any accident, injury, loss or **Damage** occurs, **You** must:

1. Report it to **Ark** on the number above, providing full details, as soon as **You** are aware and it is practicable to do so. Any unreasonable delay in reporting an incident may invalidate **Your** claim;
2. Report any Malicious **Damage** or theft loss to the Police and obtain a Crime Reference Number.
3. Send every letter, claim, writ, summons, process or other communication relating to the incident to **Us** unanswered immediately;
4. Provide details, as soon as **You** are aware, of any civil or criminal proceedings, inquest or fatal accident inquiry;
5. Not admit liability, deny, negotiate or settle a claim without **Our** written consent;
6. Complete a claim form and provide all reasonable assistance to **Us**. If **You** fail to do this then **We** may not deal with **Your** claim.

It is **Your** responsibility and the onus rests with **You** to prove the circumstances surrounding any indemnified **Event** should **We** require **You** to do so and assist **Us** with the processing of a claim. Failure to do so may invalidate **Your** claim. **We** have full discretion over the management of proceedings and settlement of claims.

**We** are entitled to:

1. Take over and conduct in **Your** name, or in the name of any person insured, the defence or settlement of any claim; and
2. Take legal action over any claim and take over and conduct proceedings in **Your** name or in the name of any person insured, to get back any money **We** have paid under this **Policy**.

There is no refund of premium should a claim be notified, additionally any outstanding premium would become immediately due and payable so **Your** claim could be settled.

# General Conditions

## Choice of Law and Jurisdiction

In the absence of any agreement to the contrary this **Policy** shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits, terms, conditions and exceptions or validity of this **Policy** shall be subject to the jurisdiction of the courts of England and Wales.

## Insurance Act 2015 – Remedies for Breach of the Duty of fair presentation

- 1) If, prior to entering into this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
  - a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
    - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
    - ii) The **Insurer** need not return any of the premiums paid.
  - b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
    - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
    - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
    - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
- 2) If, prior to entering into a variation to this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
  - a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
    - i) The **Insurer** may by notice to the **Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
    - ii) The **Insurer** need not return any of the premiums paid.
  - b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
    - i) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
    - ii) If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
    - iii) If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
    - iv) If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

## Fraud Prevention and Detection

This Section draws to **Your** attention the systems **We** have in place which allow **Us** to detect and prevent fraudulent claims.

In order to prevent and detect fraud **We** draw to **Your** attention in accordance with Data Protection Legislation the fact that **We** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **Your** details to any number of data sharing / fraud prevention agencies such as Hunter, CIFAS and CUE.

**Your** insurance cover details will be added to the Claims and Underwriting Exchange Register run by Insurance Database Services Ltd. and the Theft Register run by the Association of British Insurers. It is a condition of **Your Policy** that **You** must tell **Us** about any incident whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these agencies. If **You** or anyone acting on **Your** behalf gives **Us** false or inaccurate information and **We** suspect fraud all benefits under this **Policy** will be void. The matter will be recorded with the above agencies and pursued in accordance with the law.

**We** may share information about **You** with **Our** associated and subsidiary companies. Other organisations may also use and search these records in their efforts to combat fraud and undertake credit searches.

**We** wish to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and **We** are able to address fraud in such a manner that enables **Us** to keep premiums competitive.

### **Fraudulent claims**

- 1) If **You** make a fraudulent claim under this **Policy**, **We**:
  - a) Shall not be liable to pay the claim; and
  - b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - c) May by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- 2) If **We** exercise **Our** rights under clause (1)(c) above:
  - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b) **We** need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.”

## Reasonable Care of Your Property

**You** must take reasonable steps to:

1. Prevent or protect against injury, loss or **Damage**
2. Keep **Your Property** and any contents for which **You** are liable 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 Property** and / or activities of **Your Business** to carry out inspection or survey. **You** must comply with any risk improvements that **We** ask for, within a reasonable period of time, advised by **Us**. **We** will not pay **Your** claim where **You** have not complied with this condition.

## Cancellation

**You** can cancel this **Policy** by sending notice in writing to **Your Insurance Agent**.

**You** can cancel the **Policy** within fourteen days of its inception date and subject to no incidents which could give rise to a claim, **Ark** will refund **Your** premium in full.

If **You** cancel the **Policy** after fourteen days of its inception date and subject to no claim during the current **Period of Insurance** **We** will return the premium on a pro-rata basis for the period in which **You** received cover and will include an additional charge of £10 to cover the administrative cost of providing the **Policy**.

**We** or **Our** duly authorised agent may cancel this insurance by giving not less than seven days' notice from the date of the despatch of a letter to **Your** last known address. In that event, **We** will return the premium less the proportionate part corresponding to the

period the **Policy** has been in force, as long as **You** or someone else has not had any incidents which could give rise to a claim under this **Policy**. If **You** default under a credit agreement to pay the premium the **Policy** will be cancelled from the date of default. **We** reserve the right to recover any balance due. **We** will work out any premium **You** owe by charging **You** for the time **You** have been covered by this insurance **Policy**.

**We** will not refund any premium if this **Policy** is cancelled following a claim whether settled or not. Cancellation of this **Policy** will not affect any claims or rights **You** or **We** may have before the date of cancellation.

### Changes in Circumstances

**You** must tell **Us** or **Your Insurance Agent** immediately about any changes which may affect **Your Policy** and have occurred since the **Policy** started or was last renewed. If **You** fail to inform **Us** or **Your Insurance Agent** about relevant changes **Your Policy** may not cover **You**. **You** must tell **Us** or **Your Insurance Agent** in advance of any change:

1. To the **Business**
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 **You** wish to make any alteration to **Your Policy**, **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. 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**. **We** do not have to offer renewal of **Your Policy** and cover will cease on the expiry date.

### Subrogation (Our Rights of Recovery)

If **We** are obliged under the law to pay an amount which under this **Policy** that liability would not have existed otherwise, **We** reserve the right to recover the amount and any associated costs, should it not be immediately repaid by **You** to **Us**.

If in the event of a claim whereby a recovery is paid to **You** from a third party for costs which **We** have incurred on **Your** behalf or if any money is paid to **You** by mistake, **We** reserve the right to recover the amount and any associated costs, should it not be immediately repaid by **You** to **Us**.

### Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Joint Indemnity / Cross Liability

If this **Policy** is issued in the name of more than one party, in the event of a claim the cover provided by this **Policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **Our** total liability for all claims shall not exceed the limits of Indemnity stated in this **Policy**.

### Premium Payment

**You** must pay the premium for the **Policy** when due. If the premium is payable by instalments then each instalment must be paid when due or where a notice has been issued requiring an outstanding amount to be paid by a specific date. If **You** do not pay the premium when due the **Policy** will be cancelled from the date of default and could make **Your Policy** invalid and / or affect how **We** pay a claim.

# General Exclusions

## Excess

We will not cover the **Excess** detailed in **Your Schedule**.

Where a claim is covered under both the **Buildings** and **Landlord's Contents** sections **You** will only be responsible for the higher of the two **Excess** amounts detailed in **Your Schedule**.

## Liability which results from an Agreement

Any liability accepted by agreement or contract unless that liability would have existed otherwise.

## Radioactive Contamination

Loss of or destruction or **Damage** to any **Property** or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from:

1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. Any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

## War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## Pollution or Contamination

Loss, **Damage** or liability arising from pollution or contamination unless caused by a sudden and unexpected accident which can be identified or from oil leaking from an oil installation at the Property.

## Illegal Activities

We will not cover **Damage** caused by **Property** being used, by **You** or any occupants, for illegal activities other than for **Damage** covered by the Illegal cultivation of drugs cover under the **Buildings** section of this **Policy**.

## Consequential Loss

Any **Consequential Loss** or expense which is directly or indirectly caused by loss or **Damage** to **Property**.

## Aircraft or Aerial Devices

We will not cover **Damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of **Asbestos** in whatever form or quantity.

## Aircraft and Watercraft

We will not cover legal liability arising from **You** owning, possessing or using any:

1. Aircraft
2. Watercraft or hovercraft (except watercraft less than 8 metres in length or any hand propelled boat or pontoon).

## Electronic Data

We will not cover claims caused by or arising from:

1. Authorised or unauthorised transmission of **Electronic Data**.
2. The content of any website, **Your** email, intranet or extranet.
3. Loss, distortion, erasure, corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality

4. Failure of electronic, electromechanical data processing or electronically controlled equipment or **Electronic Data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### Date Recognition

**We** will not cover **Damage** directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But **We** will cover subsequent **Damage** resulting from one of the insured causes, which is not excluded elsewhere in the **Policy**.

### Electronic Risks

**We** will not cover **You** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 the alteration, modification, distortion, corruption of or **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or

- 2 any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system

or item

whether **Your Property** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

**We** will cover subsequent **Damage** which is covered by this section, which itself results from any causes covered by this section, except for **Damage** caused by malicious persons other than thieves.

### Erasure of Data

**We** will not cover **Damage** arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked- out workers, persons taking part in labour disturbances or civil commotion or malicious persons.

### Fraud and Dishonesty

**We** will not cover **Damage** which results from acts of fraud or dishonesty by **You**, **Your Employees** or any other person who is responsible for the **Property** or results from voluntarily parting with title or possession of any **Property** 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 **Policy**.

### Wear and Tear & Gradual deterioration

**We** will not cover **Damage** resulting from Wear and tear, any Inherent fault or defect, undiscovered defect, corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, marring, or scratching or gradual deterioration.

### Terrorism

**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 any act of **Terrorism**, regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss. But **We** will cover, if chosen by **You** and shown as covered on **Your Schedule** the covers detailed in **Section 6 – Terrorism**.

### Public Services

**We** will not cover loss of **Rental Income** resulting from **Damage** caused by or resulting from the deliberate act of withholding the supply of water, electricity, gas or fuel supply or telecommunication services.

But **We** will pay **You** for:

1. **Damage** which results from any cause under the **Buildings** or **Landlord's Contents** section.
2. Subsequent **Damage** which itself results from a cause not excluded elsewhere in the **Policy**.

### Excluded Property

**We** will not cover **You** for any losses directly or indirectly caused by or resulting from loss, destruction or **Damage** to any:

1. **Property** located outside the **Territorial Limits**.
2. Nuclear installation or nuclear reactor.
3. **Property** which is specifically excluded elsewhere in this **Policy**.

### Electrical Signs

**We** will not cover **Damage** to any electrical sign or its installation.

### More Specific Insurance

**We** will not cover **You** for any **Property** more specifically insured by **You** or on **Your** behalf.

### Unexplained Loss

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

### Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Section 1 – Buildings

## What is Covered

If any **Property** is **Damaged** by any of the following causes, **We** will pay **You** for the value of the **Property** up to the **Buildings** sum insured shown on **Your Schedule** 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.
2. Explosion excluding **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.
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 **Your Employees**, tenants or any other person lawfully on **Your Property** other than the cover for **Damage** provided by the Malicious **Damage** and theft by tenant cover;
  - D. **Damage** to any portion of the **Building** which is **Empty / Unoccupied / Vacant**;
  - E. **Damage** caused by theft or attempted theft;
  - F. The **Excess** detailed 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, walls, fences, posts, hedges and gates;
  - D. The **Excess** detailed in **Your Schedule**.
  - E. **Damage** to any **Building** which is **Empty / Unoccupied / Vacant**;
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 / Unoccupied / Vacant**;
  - C. The **Excess** detailed 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** detailed in **Your Schedule**.
7. Leakage of fuel oil, used solely for domestic purposes, used in connection with the **Buildings** excluding:
  - A. **Damage** to any portion of the **Buildings** which are **Empty / Unoccupied / Vacant**;
  - B. The **Excess** detailed in **Your Schedule**.
8. Theft or attempted theft but excluding:
  - A. **Damage** to any **Building** which is **Empty / Unoccupied / Vacant**;
  - B. **Damage** caused by **Your Employees**, tenants or any other person lawfully on **Your Property** other than the cover for **Damage** provided by the Malicious **Damage** and theft by tenant cover;
  - C. The **Excess** detailed in **Your Schedule**.
  - D. **Damage** not involving forcible and/or violent entry or exit
  - E. **Damage** not reported to the police immediately upon discovery and where no Crime Reference Number is obtained.
9. Accidental **Damage** - **Your Schedule** will show if **You** have this cover.

The **Buildings** section is extended to include the following cause:

Any other **Damage** excluding:

- A. **Damage** which is excluded under causes 1 to 8 or under 'What is not covered' of the **Buildings** section.
- B. **Damage** caused by or resulting from:
  - i. Wear and tear, the action of light or atmosphere, moths, **Vermin** or insects;
  - ii. Any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting;
  - iii. Corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, marring, or scratching;
  - iv. Wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable **Property** in the open;
  - v. Subsidence, ground heave or landslip of any part of the site on which the **Property** stands;
  - vi. The normal settlement or bedding down of new structures;
  - vii. Chewing, scratching, tearing or fouling by domestic pets.

- C. **Damage to Property** caused by or consisting of:
  - i. Inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials;
  - ii. Faulty or defective workmanship, operational error or omission by **You** or any of **Your Employees**;

but **We** will cover subsequent **Damage** which results from a cause not excluded elsewhere in the **Policy**.

- D. The collapse or cracking of **Buildings**.
- E. The cost of normal maintenance, redecoration or repair.
- F. **Damage** caused by or consisting of:

- i. Mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates;
- ii. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **We** will pay **You** for subsequent **Damage** which results from a cause not excluded elsewhere in the **Policy**.

- G. The **Excess** detailed in **Your Schedule**.
- H. **Damage** to any **Building** which is **Empty / Unoccupied / Vacant**;

10. Subsidence ground heave and landslip cover - **Your Schedule** will show if **You** have this 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:

- A. The **Excess** detailed in **Your Schedule**.
- B. **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.
- C. **Damage** caused by or consisting of:
  - i. The normal settlement or bedding down of new structures;
  - ii. The settlement or movement of made-up ground;
  - iii. Coastal or river erosion;
  - iv. Defective design or workmanship or use of defective materials;
  - v. Fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- D. **Damage** which originated prior to the start of this cover.
- E. **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.
- F. **Damage** resulting from demolition, construction, structural alteration or repair of any **Property** or groundwork or excavation at the **Property**.
- G. **Damage** to any **Building** which is **Empty / Unoccupied / Vacant**;

#### Special condition applicable to subsidence, ground heave and landslip cover

Demolition, groundworks, excavation or construction condition:

**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.

#### Limit of Cover

The most **We** will pay for any **Property** covered by this section is the sum insured shown in **Your Schedule**. For Residential only properties the sum insured shown in **Your Schedule** will be index linked.

#### Extensions

##### **Additional Metered Oil and Metered Water Cover**

**We** will pay **You** for the additional metered oil and metered water 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 / Unoccupied / Vacant**.

The most **We** will pay under this cover during any one **Period of Insurance** is £5,000.

The amount **We** pay will be based on the amount of the oil charges or water 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 or water consumption during the intervening period.

## Alternative Residential Accommodation Cover

We will pay **Your** loss of rent or the cost of reasonable alternative accommodation for **Your** tenants and temporary storage of **Your** tenants furniture for the residential portion of the **Property** whilst it 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 the **Buildings** section of this **Policy**.

The most **We** will pay under this cover is 30% of the sum insured on the **Buildings** that have been **Damaged** for a maximum period of 24 months from the date of **Damage**, provided that this cover is not insured elsewhere.

We will not cover any **Property** that is **Unoccupied**.

## 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. The most **We** will pay for any one claim under this cover is £2,500.

## 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 **Territorial Limits**.  
Provided that:
  - A. **You** give **Us** details of the additions as soon as practicably possible and **You** will ensure specific insurance is arranged with **Us** from the date **You** became 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 £500,000 whichever is lower.

## Day One Inflation Provision Cover - Applicable to Commercial or mixed use Property

Subject to the following special conditions, the amount payable for **Property** under sums shown as the 'declared value' in **Your Policy 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 inflation provision 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 inflation provision 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 the declared value stated in **Your Schedule** plus the day one inflation provision uplift percentage chosen by **You** and shown on **Your Schedule**, then **You** will be considered as self-insured for the difference and will be responsible for a proportionate share of the loss.

### 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 £2,500.

### European Community and Public Authorities Cover

Subject to the following special conditions, the cover on **Your Property** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of:

1. European Community Legislation or
2. **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 **Property**;
  - B. Undamaged portions of the **Property**.

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 **Property** entirely undamaged by any insured **Event**.
2. The additional cost that would have been required to make good the **Damaged Property** 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 **Property** or by the owner to comply with the stipulations.

#### Special conditions applicable to European Community and 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 European Community and public authorities cover will be reduced proportionately.
4. The total amount recoverable for any **Property** will not exceed its sum insured.

### Extinguishment and Alarm Resetting Expenses Cover

**We** will pay **You** for the cost of replacing and / or replenishing extinguishment materials when **You**, **Your Employees** 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. The most **We** will pay for any one claim under this cover is £5,000.

### 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**.

**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.

### 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 **Buildings** 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 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 record 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. The most **We** will pay in any one **Period of Insurance** under this cover is £2,500.

### 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 £5,000.

### 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 £500.

### 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 **Buildings** 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 / Unoccupied / Vacant**.
  3. **Damage** caused by:
    - A. Chewing, scratching, tearing or fouling by domestic pets;
    - B. **Your Employees**.
  4. The **Excess** detailed in **Your Schedule**.
  5. Any **Damage** not reported to the police immediately upon discovery and where no Crime Reference Number is obtained.
- The most **We** will pay in any one **Period of Insurance** under this cover is £2,500.

## 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.

## 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 and pay any additional premium that **We** may require.

## 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, from the date of reinstatement.
2. Apply any additional risk improvements which **We** may reasonably require.

## 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 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 any one claim 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 £500.

## 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;
  - B. The tenant contributes to the cost of insuring the **Property** against the event which caused the **Damage**.

## 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 / Unoccupied / Vacant**.

**We** will not cover any **Damage** not reported to the police immediately upon discovery and where no Crime Reference Number is obtained.

## Trace and Access Cover

**We** will pay **You** for the reasonable costs that **You** incur 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 **Property** in any one **Period of Insurance** under this cover is £5,000.

## 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.

## 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 £2,500.

## 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**.
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 insure adequately 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.

## 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 **Your Insurance Agent** or **Ark** in their absence.

## 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 / Unoccupied / Vacant Properties Condition

1. **You** must tell **Us** immediately **You** become aware:
  - A. That the **Property** is **Empty / Unoccupied / Vacant**;
  - B. Of any **Damage** to the **Empty / Unoccupied / Vacant 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 is 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.
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 **Property** must be secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard (BS) 3621 or 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 the **Buildings** are to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented. If **You** do not comply with this condition **You** will not be covered and **We** will not pay **Your** claim.

### 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.

## Section 2 – Landlord’s Contents

### What is Covered

If any **Landlord’s Contents** are **Damaged** by any of the following causes, **We** will pay **You** for the value of the **Landlord’s Contents** up to the **Landlord’s Contents** sum insured shown on **Your Schedule** 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 them.

### Causes:

1. Fire, lightning or earthquake.
2. Explosion, excluding **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.
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 **Your Employees**, tenants or any other person lawfully on **Your Property** other than the cover for **Damage** provided by the Malicious **Damage** and theft by tenant cover;
  - D. **Damage** to **Landlord’s Contents** in any **Property** which is **Empty / Unoccupied / Vacant**;
  - E. **Damage** caused by theft or attempted theft;
  - F. **Damage** to **Property** in the open;
  - G. The **Excess** detailed 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** detailed in **Your Schedule**.
5. Escape of water from any tank, apparatus, pipe or sprinkler installation, excluding:
  - A. **Damage** in any **Property** which is **Empty / Unoccupied / Vacant**;
  - B. The **Excess** detailed 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** detailed 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 / Unoccupied / Vacant**;
  - B. The **Excess** detailed 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 / Unoccupied / Vacant**;
  - C. Theft by **Your Employees** or any other person lawfully on the **Property** other than the cover for **Damage** provided by the Malicious **Damage** and theft by tenant cover;
  - D. The **Excess** detailed in **Your Schedule**.
  - E. **Damage** to **Landlord’s Contents** not involving forcible and/or violent entry or exit.
  - F. **Damage** not reported to the Police immediately upon discovery and where no Crime Reference Number is obtained

Optional cover – 9. Accidental **Damage**

**Your Schedule** will show if **You** have this cover.

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 8 or under ‘What is not covered’ under the **Landlord’s Contents** section.
2. **Damage** caused by or resulting from:
  - A. Wear and tear, the action of light or atmosphere, moths, **Vermin** or insects;
  - B. Any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting;
  - C. Corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, marring or scratching;
  - D. Wind, rain, hail, sleet, snow, dust or theft to **Property** in the open;
  - E. Subsidence, ground heave or landslip of any part of the site on which the **Property** stands;
  - F. Chewing, scratching, tearing or fouling by domestic pets.
3. **Damage** to **Landlord’s Contents** caused by or consisting of:

- A. Inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials;
- B. Faulty or defective workmanship, operational error or omission by **You** or any of **Your Employees**;

but **We** will cover subsequent **Damage** which results from a cause not excluded elsewhere.

- 4. The cost of normal maintenance, redecoration or repair.
- 5. **Damage** caused by or consisting of:
  - A. Mechanical or electrical breakdown or derangement of 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, super heaters, pressure vessels or any range of steam and feed piping in connection with them;

but **We** will pay **You** for subsequent **Damage** which results from a cause not excluded elsewhere.

- 6. The **Excess** detailed in **Your Schedule**.

### Excluded Property

**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.

### 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

#### **Malicious Damage and Theft by Tenant 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 **Buildings** 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 / Unoccupied / Vacant**.
  - 3. **Damage** caused by:
    - A. Chewing, scratching, tearing or fouling by domestic pets;
    - B. **Your Employees**.
  - 4. The **Excess** detailed in **Your Schedule**
  - 5. Any **Damage** not reported to the police immediately upon discovery and where no Crime Reference Number is obtained.
- The most **We** will pay in any one **Period of Insurance** under this cover is £2,500.

#### **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 **Territorial Limits** excluding **Property** insured elsewhere.

## Theft from Outbuildings Cover

**We** will pay **You** for theft or attempted theft of **Landlord's Contents** from outbuildings excluding **Damage** not reported to the Police immediately upon discovery and where no Crime Reference Number is obtained and the **Excess** detailed in **Your Schedule**. The most **We** will pay for any one claim under this cover is £500.

## 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 £500.

## 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 **Your Insurance Agent** or **Ark** in their absence.

## 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.

## 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.

## Section Exclusion

### Glass and Sanitary Ware

**We** will not cover **Damage** to glass and sanitary ware other than when caused by fire, lightning or explosion or resulting salvage operations.

# Section 3 – Property Owners Liability

## What is Covered

### Awards of Damages Cover

**We** will pay the amount of damages which **You**, or any of the **Additional Persons Insured** are legally liable to pay as a result of accidental:

1. **Bodily Injury** to any person.
2. Loss of or **Damage** to material **Property**.
3. Obstruction, trespass, nuisance or interference with any right of way, air, light or water.
4. Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

### Claims Costs Cover

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

### Compensation for Court Attendance Cover

**We** will compensate **You** at the rate of £250 per day, for each day that **Your** attendance is required at court, if **We** request any director, partner or **Employee** to attend as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Cross Liabilities Cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate **Policy** had been issued to each, but the total amount payable by **Us** on behalf of all, will not exceed the **Limit of Indemnity** in any circumstances.

### Data Protection Cover

If **You** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **We** will cover **You** as a result of **Your** legal liability to pay compensation for **Damage** or distress occurring during the **Period of Insurance** in the course of the **Business**.

**We** will not cover:

1. Recording or providing information for reward or for working out the financial status of any person.
2. A deliberate act or failure.

The most **We** will pay during any one **Period of Insurance** is £250,000.

### Defective Premises Act Cover

**We** will pay the amount of damages which **You** are liable by law and **Claim Costs** as a result of accidental **Bodily Injury** or loss of or **Damage** to material **Property**, occurring during the **Period of Insurance** arising out of premises **You** have disposed of but had previously owned.

**We** will not cover 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. **We** will not cover any liability which **You** are covered for under any other insurance **Policy**.

### Manslaughter Costs Cover

**We** will pay for **Manslaughter Costs**, as a result of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** or any of the **Additional Persons Insured** for damages covered by this section.

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or withdrawn **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings. The most **We** will pay for **Manslaughter Costs**, during any one **Period of Insurance**, is £1,000,000.

**We** will not cover:

1. Fines, penalties or awards of compensation imposed by a criminal court.
2. Costs and expenses of implementing any remedial order or publicity order.
3. Costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order.
4. Costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order.
5. Costs and expenses insured by any other **Policy**.
6. Costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

### **Personal Liability Cover**

At **Your** request, **We** will pay the amount of damages which any of **Your** directors, partners or **Employees** or their spouse or children are liable by law and **Claim Costs**, as a result of accidental:

1. **Bodily Injury**.
2. Loss of or **Damage** to material **Property**, not owned by or held in trust by **You** or them, or in **Your** or their custody or control occurring during the **Period of Insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **Business**, other than:
  - A. Arising out of the ownership or occupation of land or **Buildings**;
  - B. Where cover is provided under any other insurance;
  - C. In circumstances which a **Policy** or section exclusion applies.

### **Safety Legislation Defence Cover**

**We** will pay for **Safety Legislation Costs**, as a result of any **Bodily Injury** or loss of or **Damage** to **Property** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** or any of the additional persons insured, for damages covered by this section.

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or withdrawn **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings. The most **We** will pay for **Safety Legislation Costs**, during any one **Period of Insurance**, is £1,000,000.

**We** will not cover:

1. Fines, penalties or awards of compensation imposed by a criminal court.
2. Costs and expenses of an appeal against improvement or prohibition notices.
3. Costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred.
4. Costs and expenses insured by any other **Policy**.
5. Costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

### **Limit of Cover**

The most **We** will pay for the total of all damages arising from one **Event** is the **Limit of Indemnity**.

The **Limit of Indemnity** is also the most **We** will pay for all damages as a result of all occurrences during any one **Period of Insurance** caused or originating from:

1. Pollution and contamination and/or
2. **Terrorist Act**.

If **We** cover more than one person, firm, company or organisation, **Our** liability to all, as a result of one **Event**, will not be more than the **Limit of Indemnity**.

**We** will pay **Claim Costs** in addition to the **Limit of Indemnity**.

As a result of any claim or claims **We** may at any time pay the **Limit of Indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment except for **Claim Costs** incurred before the date of the claim payment.

## Section Exclusions

### Employee Injury

**We** will not cover **Bodily Injury** sustained by any **Employees** arising out of and in the course of their employment with **You**.

### Foreign Manual Work

**We** will not cover legal liability arising outside the **Territorial Limits**, except as a result of temporary visits by people ordinarily resident within the **Territorial Limits** provided there is no manual work involved.

### Managing Agents Professional Risk

**We** will not cover legal liability arising out of:

1. Loss of or **Damage** to;
2. Any act, error, omission or fault in the service or duties which **You** provide or contract to undertake as agent for; **Property** let or managed or any **Property** for which **You** are responsible.

### Property Under Your Control

**We** will not cover loss or **Damage** to **Property** owned by **You** or which is held in **Your** care, custody or control.

But **We** will cover:

1. Premises which are leased, let, rented, hired or lent to **You**, as long as a tenancy or other agreement does not:
  - A. Result in **Contractual Liability**;
  - B. Say that loss or **Damage** must be insured under a **Property** insurance **Policy** arranged by **You** or on **Your** behalf.
2. Premises including contents which are not owned or rented by **You**, where **You** are temporarily carrying out work in connection with the **Business**.
3. **Employees** or visitors' vehicles or effects while on **Your** premises.

### Road Traffic Act

**We** will not cover legal liability arising out of the ownership, possession or use by **You** or on **Your** behalf or use by any of the **Additional Persons Insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

### Contractual Liability

**We** will not cover **Contractual Liability**, liquidated damages or any contractual fines or amounts payable under penalty clauses.

## Section Condition

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.

### Non Contribution (Other Insurance) Condition

**We** will not cover any amount which is insured by any other **Policy**, except for any amount beyond that payable under the other **Policy** within the **Limit of Indemnity**.

# Section 4 – Rental Income

## 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**.

## What is Covered

**Your Schedule** will show if **You** have this cover.

### **Loss of Rental Income for Commercial and Mixed use Property**

**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 re-letting 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 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**.

### **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 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**.
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 2.A. 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 £50,000, 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** resulting from interruption of or interference with the **Business** as a result of **Damage** by a cause covered under the **Buildings** section to:

1. **Property** within a 5 mile radius of **Your Property** which prevents the use of **Your Property**, or access to it, regardless of whether **Your Property** is **Damaged**. This does not include any **Damage** to **Property** from which **You** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services.
2. **Property** at managing agents' premises.

### Failure of Public Supply Cover

**We** will cover **You** for loss of **Rental Income** following interruption of or interference with the **Business** caused by **Damage** by a cause covered under the **Buildings** section to **Property** at any:

1. Public electricity generating station or substation
2. Land based premises of the public gas supply or of any natural gas producer linked directly to them
3. Water works and pumping stations of the public water supply
4. Land based premises of the public telecommunications network

from which **You** obtain electricity, gas, water or telecommunications services within the **Territorial Limits**.

### 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 cesser 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;
  - 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.

## 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 **Your Insurance Agent** or **Ark** in their absence.

## 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 on **Your Schedule**.

## Empty / Unoccupied / Vacant Buildings Condition

Where **You** are insured for **Rental Income** from a **Property** that is **Empty / Unoccupied / Vacant**, 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.

## 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.

# Section 5 – Employers Liability

## What is Covered

Your **Schedule** will show if **You** have this cover.

### **Awards of Damages Cover**

**We** will pay the amount of damages for which **You**, or any of the **Additional Persons Insured** are legally liable to pay as a result of **Bodily Injury** to any **Employee** caused within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

### **Claim Costs Cover**

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

### **Compensation for Court Attendance Cover**

**We** will compensate **You** at the rate of £250 per day for each day that **Your** attendance is required at court, if **We** request any director, partner or **Employee** to attend as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### **Manslaughter Costs Cover**

**We** will pay for **Manslaughter Costs**, as a result of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** or any of the **Additional Persons Insured** for damages covered by this section.

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**. If a claim for damages is settled or withdrawn, **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings. The most **We** will pay for **Manslaughter Costs**, during any one **Period of Insurance**, is £1,000,000.

**We** will not cover:

1. Fines, penalties or awards of compensation imposed by a criminal court.
2. Costs and expenses of implementing any remedial order or publicity order.
3. Costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order.
4. Costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order.
5. Costs and expenses insured by any other **Policy**.
6. Costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

### **Safety Legislation Defence Cover**

**We** will pay for **Safety Legislation Costs**, as a result of any **Bodily Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** or any of the **Additional Persons Insured**, for damages covered by this section.

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**. If a claim for damages is settled or withdrawn, **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings. The most **We** will pay for **Safety Legislation Costs**, during any one **Period of Insurance**, is £1,000,000.

**We** will not cover:

1. Fines, penalties or awards of compensation imposed by a criminal court.
2. Costs and expenses of an appeal against improvement or prohibition notices.
3. Costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred.
4. Costs and expenses insured by any other **Policy**.
5. Costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

### **Unsatisfied Court Judgements Cover**

**We** will, at **Your** request, pay to an **Employee** or their legal personal representatives, the amount of any judgement for damages and any costs awarded that remain unsatisfied, resulting from **Bodily Injury** to the **Employee** caused during the **Period of Insurance** and arising out of and in the course of employment by **You** in connection with the **Business**, provided that

1. The judgement for damages is:
  - A. Obtained in a court of law within the **Territorial Limits**;
  - B. Obtained against a party registered or resident within the **Territorial Limits**;
  - C. Not obtained against **You**.
2. There is no appeal outstanding.

If any payment is made under the terms of this cover, the **Employee** or their legal personal representatives must assign the judgement to **Us**.

### **Limit of Cover**

The most **We** will pay for the total of all damages and Claims Costs is the **Limit of Indemnity** A or B detailed below. The **Limit of Indemnity** will apply to:

1. Any one claim, or
2. Any series of claims by one or more of the **Employees** arising from one occurrence.

**Limit of Indemnity** A will apply unless the occurrence arises directly or indirectly in connection with **Terrorist Act**.

**Limit of Indemnity** B will apply to any occurrence arising directly or indirectly in connection with **Terrorist Act**.

As a result of any claim or claims, **We** may at any time pay the **Limit of Indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made.

**We** will not then be liable to make any further payment as a result of the claim or claims, except for **Claim Costs** incurred before the date of the claim payment.

### **Section Exclusions**

#### **Road Traffic Act**

**We** will not cover legal liability for **Bodily Injury** to an **Employee** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

### **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**.

#### **Non Contribution (Other Insurance) Condition**

**We** will not cover any amount which is insured by any other **Policy**, except for an amount beyond that payable under the other **Policy**, within the **Limit of Indemnity**.

## Right of Recovery Condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to people employed within the **Territorial Limits**. **You** must repay **Us** all amounts **We** pay, which **We** would not have been liable to pay but for the law.

## Section 6 – Terrorism

### What is Covered

**Your Schedule** will show if **You** have this cover.

In consideration of the payment of the above premium and its Insurance Premium Tax, this Insurance is extended for the Period of Insurance stated above to include

- loss of or damage to Property Insured at the Premises, as stated in the Schedule to this Insurance, situated in the United Kingdom other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) and
- where applicable under this Insurance consequential loss arising from business interruption,

the proximate cause of which is an Act of Terrorism duly certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority;

provided always that the Terrorism Insurance provided under this Extension is

- A- limited to loss or damage occasioned by or happening through or in consequence of 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 Her Majesty's Government in the United Kingdom or any other government de jure or de facto;

In any action, suit or other proceedings where the Underwriters allege that any loss or damage is not covered by this Extension, the burden of proving that such loss or damage is covered shall be upon the Assured/Insured;

- B. not applicable to

1. any land or building of which any part is

- (a) insured in the name of an individual; or
- (b) occupied as a private residence, or owned or occupied in the name of an individual, unless
  - i. the part so occupied/owned is less than 80% of the land or building as a whole; and
  - ii. the proportion of such land or building which is commercially occupied is more than 20%; and
  - iii. any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured
    - under the same policy to which this Extension applies and which otherwise insures the part which is not so occupied, or owned or occupied, or
    - separately, but in any event not in the name of an individual

(where any person holds or owns flats or houses insured hereunder as a trustee pursuant to the terms of a trust, or by way of a business as a sole trader, such person shall not be construed as an 'individual' for the purposes of this proviso B.1, unless such person occupies any such flat – not including a block of flats - or house as a private residence);

2. any Nuclear Installation or Nuclear Reactor.

### **Nuclear Installation**

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a) the production or use of atomic energy;
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;

or

- c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### **Nuclear Reactor**

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

- C. not subject to any of the excluded perils specified in this Insurance other than those applying specifically in respect of the Terrorism Insurance provided under this Extension as stated in E and F below;
- D. subject otherwise to the terms, conditions, exclusions, deductibles and limits of this Insurance except as expressly varied hereby;
- E. subject to the exclusion of war and allied risks, defined as any loss whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- F. subject to the exclusion of digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or
  - b) any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item,

whether the property of the Assured / Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

### **Virus or Similar Mechanism**

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

### **Hacking**

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether the property of the Assured/Insured or not.

### **Phishing**

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

### **Denial of Service Attack**

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

and provided that the Underwriters' liability in respect of all losses arising out of any one occurrence and, where applicable under this Insurance, in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified in this Insurance.

Irrespective of the currency in which this Insurance is expressed, the limit of liability and the premium for the Terrorism Insurance effected by this Extension will be determined in Sterling.

### **Special Conditions**

The Terrorism Insurance provided under this Extension shall not apply to

- any Long Term Agreement / Undertaking to which this Insurance is subject;
- any terms in this Insurance that provide for adjustments of premium based upon declarations on expiry or during the period of insurance;
- any aggregate limit contained in this Insurance regarding the amount to be borne by the Assured/Insured as a result of the operation of a deductible.

### **Special Provision**

Notwithstanding anything stated herein to the contrary, this Terrorism Extension applies also to any Property Insured at the Premises, as stated in the Schedule to this Insurance, which is insured in the name of an individual and is occupied as a private residence, other than in respect of any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- c) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

Your personal information notice

*Who we are:* We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

***The basics***

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

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

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

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

***Other people's details you provide to us***

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

***Want more details?***

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request. Please see: [www.channel2015.com/privacy](http://www.channel2015.com/privacy)

***Contacting us and your rights***

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at: Ark Insurance Group Limited – Oak House, Eastwood Business Village, Harry Weston Road, Coventry CV3 2UB