NI Customers
January 2026

Property Owners

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

Your policy wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer that your contract is with is AXA Insurance dac which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that the law of Northern Ireland will apply.

The cover you have bought has many benefits to give you peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

Your policy includes:

the policy wording in this booklet

the schedule that has your details and the cover that applies and

any endorsement which applies.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in or between Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance dac

Marguerite Brosnan

Chief Executive
AXA Insurance dac
Registered number 136155
Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Welcome to AXA

Thank you for choosing AXA

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

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

Your policy

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

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

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

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

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

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

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

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

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

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

Important phone numbers

Claims* **0345 828 2823**

If you need to make a claim please phone this number day or night

Legal and tax advice** **028 3025 6859**

Our confidential legal and tax advice line.
Please quote AXA Commercial Property Owners when **you** call.

** The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by McKeowns Solicitors and can advise on general UK law and taxation.

** Tax telephone advice provided by McKeowns Solicitors may involve the use of external accountants to provide tax telephone advice.

** Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Telephone calls may be monitored and recorded.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on pages 7-8 under the Claims notification condition and Claims procedures condition under Policy conditions.

For Legal expenses claims, please see the Claims notification condition and the Claims procedures condition on page 61 & 62.

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

Making a complaint

If **you** are not happy with the way in which a claim or any other matter has been dealt with, please read 'Caring for you' on page 64 of the **policy**.

Meanings of defined terms

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

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 **employed person** for **your** directors, partners or officers
4. the sale or disposal of business assets.

Employed person(s)

Anyone:

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

   and under **your** control or supervision.

Excess

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

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.

Period of insurance

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

Policy

The policy and schedule and any endorsements attached or issued.

Policy territories

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

Property

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

Storm

A violent atmospheric disturbance, characterised by strong winds and which can be accompanied by precipitation, thunder and lightning.

We/us/**our**/ourselves

AXA Insurance UK plc.

You/your/yourself

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

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

Policy conditions

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

1. Cancel **your policy**.
2. Declare **your policy** void (treating **your policy** as if it had never existed).
3. Change the terms of **your policy**.
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

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

There are additional conditions under each section of cover.

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

Arbitration condition

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

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

Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take action against **us** over this disagreement.

Cancellation Condition

You can cancel the Policy within fourteen days of the date of the first period of insurance which is the **"cooling off period"**.

If **you** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid provided:

a. no claims made under the policy where **we** have made payment.
b. no claims made under the Policy that are still under consideration.
c. no incidents likely to give rise to a claim but not yet reported to us.

You may also cancel **your** policy at any other time during the **period of insurance**.

We will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

1. **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

2 **We** can cancel **your policy** immediately, without giving **you** notice, if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

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

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** 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**.

Claims notification condition

You must

1 as soon as practical

   a give **us** notice of any circumstances which might lead to a claim under this **policy**

   b give **us** all the information **we** request

2 as soon as practical

   a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**

   b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**

   c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

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

Claims procedures condition

1 **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover **property** lost and otherwise minimise the claim.

2 At **your** expense **you** must provide **us** with

   a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require

   b any assistance to enable **us** to settle or defend a claim

   c details of any other relevant insurances.

3 **You** must not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.

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

   a access to premises

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

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

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

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

Fair presentation of risk condition

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

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

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

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

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

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

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

   a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal

b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal

c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

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

Fraud condition

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

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

1 knowingly makes a fraudulent or exaggerated claim under **your policy**

2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or

3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will:

a refuse to pay the claim

b declare the **policy** void from the date of the fraudulent act without any refund of premiums

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to us on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any **incident** likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Law applicable to this policy

This **policy** shall be governed by and construed in accordance with the laws of Northern Ireland.

Reasonable care condition

You must take reasonable steps to

1 prevent or protect against injury, loss or damage

2 keep **your** premises, machinery, plant and equipment in good condition and in full working order

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

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must 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.

Sanctions condition

We will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any 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.

Subrogation (our rights) condition

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

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights under this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Business Failure condition

This **policy** will automatically cease if the Business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

General policy exclusions

This policy does not cover Changes in Water Level

This **policy** does not cover any **damage** or consequential loss attributable solely to change in the water table level.

Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro-processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude in respect of insured sections subsequent loss or **damage** not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake **storm flood** escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by these Sections.

Electrical Plant

Damage to or destruction of any electrical plant or electrical appliance such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and **damage** or destroy any other part of the plant or appliances or other **Property** Insured hereby such **damage** or destruction is not excluded by the **policy**.

Heat Processes

Loss or **damage** to **property** due to its undergoing any process necessarily involving application of heat.

Terrorism and Northern Ireland exclusion

(This exclusion does not apply to Employers Liability section.)

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

1. In England, Scotland, Wales, the Channel Islands, the Isle of Man and Republic of Ireland,

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

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

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

2 In Northern Ireland

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

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

c civil commotion

Definition – Terrorism

For the purpose of this Exception an act of **Terrorism** shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public.

Pollution and Contamination (except for Legal Liabilities Section)

This **policy** does not cover loss destruction **damage** consequential loss or liability caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or **damage** to the property insured caused by

a pollution or contamination which itself results from a **defined Contingency** hereby insured against

b any **defined Contingency** hereby insured against which itself results from pollution or contamination

The words **defined contingency** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Pressure Waves

Loss destruction or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Requisition or Confiscation of Property

Loss or **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy**, **we** will not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

1 **Damage** to or the destruction of or loss of use of or reduction in functionality of any computer systems; or

2 any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of electronic data.

In each case whether **your** property or not, where any circumstance as set out in 1 and/or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a virus or similar mechanism or hacking or phishing or a denial of service attack, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

We will also not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer systems or electronic data; or

ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any computer systems and/or electronic data.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

Computer Systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Damage

Accidental physical loss, 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 or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Hacking

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

Phishing

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

Virus or similar mechanism

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

War and Nuclear Risks

(This exclusion does not apply to Employers Liability section.)

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

1 i ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

An exclusion applies in respect of all property, on any site used or having been used for

(a) The generation of nuclear energy; or

(b) The production, use or storage of nuclear material

2 war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of anyother cause contributing concurrently or inany other sequence to the loss.

Firearms

(not applicable to Employers Liability section)

Any injury or loss or damage arising from **your** ownership or use of any firearm or sporting gun.

Material Damage

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Your schedule will show if this section is covered.

Meanings of defined terms

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

Building(s)

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

1. landlords 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 sanitaryware.

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 but excluding

a curios works of art antiques sculptures or rare books where the value of any one article exceeds £750

b **property** more specifically insured.

Tenants improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature belonging to **you** or for which **you** are responsible.

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**

Damage/damaged

Accidental loss or destruction or damage

Empty

Wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 45 consecutive days.

Standard construction

Brick, stone, concrete or metal built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof-lights.

Vermin

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

✓ What is covered

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

Reinstatement

In the **event** of **damage** to **buildings** Insured, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the reinstatement of the **property** lost, destroyed or **damaged**, as follows

Where such **property** Insured is

i lost or destroyed, **we** will pay for its rebuilding or replacement by similar **property** in a condition as good as, but not better or more extensive than, its condition when new

ii **damaged**, **we** will pay for replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the **property** has been completely destroyed and **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

The work of reinstatement

i may be carried out on another site and in a manner suitable to **your** needs, but this must not increase **our** liability

ii must begin and be carried out as quickly as possible.

The following condition of Average will apply. If the Sum Insured at the time the **damage** occurred is less than the value of the property Insured at the time of rebuilding or replacement, the amount payable will be proportionately reduced and **you** will be liable to bear a proportionate share of the loss.

We will not make payment

i until **you** have incurred the cost of replacing or repairing the **property Insured**

ii if **you**, or someone acting on **your** behalf, have insured the property under another policy which does not have a similar basis of reinstatement

iii if **you** do not comply with any of the terms of this clause.

Inflation protection cover

We will adjust the sums insured under this section (excluding stock) at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

For example the Retail Price Index (RPI) and the Building Cost Index (BCI) which are available through* **https://www.ons.gov.uk/

Causes

1 Fire, lightning or earthquake.

2 Explosion excluding

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

b the **excess** of £300 for each and every claim

3 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding **damage** arising from

a cessation of work

b (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

i **damage** by theft

ii **damage** where any Building is empty

c the **excess** of £300 for each and every claim in respect of each separate **premises**.

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** of £300 for each and every claim

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

   a damage to property caused by frost other than internal plumbing installations not in any outbuildings

   b damage to any **building** which is **empty**

   c the **excess** of £300 for each and every claim

6 Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by animals excluding the **excess** of £300 for each and every claim.

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

   a damage to any portion of the **building** which is **empty**

   b the **excess** of £300 for each and every claim

8 Theft or attempted theft but excluding

   a damage to any **building** which is **empty**

   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 tenants cover

   c the **excess** of £300 for each and every claim

9 Accidental **damage**

Any other **damage** excluding

1 damage which is excluded under causes **1** to **8** or under 'What is not covered' of the Buildings 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 boundary walls, gates, fences or moveable property in the open

   e subsidence, ground heave or landslip of any part of the site on which the **property** stands

   f the normal settlement or bedding down of new structures

   g chewing, scratching, tearing or fouling by domestic pets

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

   a inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials

   b 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**

4 the collapse or cracking of **building(s)**

5 the cost of normal maintenance, redecoration or repair

6 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 in the **policy**.

7 the **excess** of £300 for each and every claim.

Optional cover

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

1 the **excess** of £1,000 for each and every claim

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

3 damage caused by or consisting of

   a the normal settlement or bedding down of new structures

   b the settlement or movement of made-up ground

   c coastal or river erosion

   d defective design or workmanship or use of defective materials

   e fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

4 damage which originated prior to the start of this cover

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

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

Special condition applicable to subsidence, ground heave and landslip cover

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

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

Limit of cover

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

Extensions of cover

Additional metered oil 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**.

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

The amount **we** pay will be based on the amount of the oil charges 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

If a residential building or residential portion of a building is made uninhabitable or access to it is prevented by **damage** insured under this section, **we** will pay for:

a) loss of rent receivable as defined in the Rental Income section of this Policy

b) the reasonable additional costs of comparable accommodation until the building is inhabitable or accessible.

The maximum **we** will pay in respect of any claim is 25% of the Sum Insured on the building in which the residential unit is contained. Payments will cease once reinstatement is complete.

Provided that this cover is not insured elsewhere.

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 £2,000.

Capital additions cover

We will pay **you** for

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

and

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

anywhere within the **policy territories**.

Provided that

a **you** give **us** details of the additions as soon as 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.

Drains clearance cover

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

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

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.

Eviction of squatters expenses cover

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

The most **we** will pay for any one claim under this cover is £7,500

Contents of Common Parts

This term includes **contents** and furnishings owned by you or for which **you** are responsible whilst contained in the common parts of the **Property** Insured.

We will not indemnify **you** in respect of china or other fragile or brittle objects exceeding £750 computers and data processing equipment curios, rare books, works of art or articles of antique furniture exceeding £750 in value any one article unless specifically mentioned as insured in The Schedule.

The most **we** will pay is £25,000 any one claim.

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.

Fly Tipping

We will cover **you** for the costs and expenses that **you** incur in removing property illegally deposited at **your property.**

The most **we** will pay is £5,000

Excluding

a the removal of **property** that was illegally deposited before the inception of this **policy**.

b the first £500 in respect of each and every claim.

Illegal cultivation of drugs cover

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

Provided that **you**

1. carry out internal and external inspections of the **building(s)** at least every 3 months or as frequently as permitted under the tenancy agreement and
   - **a** maintain a log of those inspections and retain that log for at least 24 months
   - **b** carry out a 6 monthly management check of the inspections log
2. obtain 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 £2,000.

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 £10,000.

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 £5,000.

Malicious damage and theft by tenants cover

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

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

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

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

1. any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not
2. damage occurring
   - a where the tenancy agreement is for 90 days or less
   - b while the **building** is **empty**
3. damage caused by
   - a chewing, scratching, tearing or fouling by domestic pets
   - b **your employees**
4. the **excess** of £300 for each and every claim.

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

Mortgagees and other interests cover

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

In addition, **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 **buildings** 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.

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 Vermin cover

We will pay **you** for any one claim for the cost of removing **vermin** from the **property** where the removal is required by a local authority.

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

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 £1,000.

Temporary removal cover

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

Theft from outbuildings cover

We will pay **you** for theft or attempted theft of landlord's contents from outbuildings excluding the excess detailed in your schedule. The most **we** will pay for any one claim under this cover is £2,500.

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** of £300 for each and every loss after the application of any average condition.

Our liability will not exceed £2,500 any one **period of insurance**.

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

Trace and access cover

We will pay **you** for the reasonable costs that **you** incur 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 £25,000.

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.

Tree felling or lopping cover

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

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

1 for legal or local authority costs involved in removing trees

2 for costs incurred solely to comply with a preservation order

3 for the costs incurred in respect of routine maintenance.

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

Unauthorised use of electricity, gas, oil and water cover

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

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

Value Added Tax (VAT) cover

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

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

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

   c if any payment made by **us** is less than the actual cost of the reinstatement or repair of the **damage**, then any payment under this cover, resulting from that **damage**, will be reduced by the same proportion

2 **your** liability for VAT does not arise from the replacement **property** having a greater floor area, or being better or more extensive than the **damaged property**

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.

✘ What is not covered

Aircraft or aerial devices exclusion

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.

Excess exclusion

We will not cover the **excess** of £300 on each and every claim under this section.

Fraud and dishonesty exclusion

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 section.

Illegal activities exclusion

We will not cover damage caused by **property** being used, by **you** or any occupants, for illegal activities other than the cover for **damage** provided for by the Illegal cultivation of drugs cover under the Buildings section of this **policy**.

More specific insurance exclusion

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

Unexplained loss exclusion

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

Penalties and fines exclusion

We will not cover any penalties or fines incurred by you except consecutive from a material **damage**.

Defective materials and undamaged items exclusion

We will not cover the costs and expenses for repair or replacement of any defective materials or **undamaged** items.

Bodily injury exclusion

We will not cover **you** for any losses, **damage**, costs or expense of any kind for bodily injury.

Requisition or Confiscation of Property exclusion

Loss or **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority

Electrical signs exclusion

We will not cover damage to any electrical sign or its installation

Transmission and Distribution Lines Exclusion

We will not cover **you** for loss, destruction or **damage** to any kind of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

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**.

Change in tenancy condition

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

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

Contribution and average condition

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

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

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

Empty properties condition

1 **You** must tell **us** immediately **you** become aware

   a that the **property** is **empty**

   b of any **damage** to the **empty property** whether the **damage** is insured or not

2 the **property** must be inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection 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.

Construction of buildings condition

Unless otherwise stated the buildings described in your schedule must be of standard construction.

Payments on account condition

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

Reinstatement condition

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

Workmen's condition

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

Rental income section

Contents of this section

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Your schedule will show if this section is covered.

Meanings of defined terms

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

Notes

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

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

Annual rental income

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

Damage/damaged

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

Empty

Wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 45 consecutive days

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.

Rental income

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

Standard rental income

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

Vermin

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

✓ What is covered

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 **2a** above)

less any amount received in **rental income**

3 the additional expenditure being

a the expenditure needed, and reasonably incurred as a result of the **damage**, solely to avoid or minimise the loss payable under **1** or **2** above, but not more than the amount of loss avoided by the expenditure

b the additional legal fees and other expenditure required as a result of the cancellation or delay due to the **damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **damage** under **3a** above or £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 or hinders 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.

The most **we** will pay for this cover in any one **period of insurance** will not exceed £20,000.

Failure of public supply cover

We will cover you for any loss insured by this section resulting from interruption of or interference with **your** business caused by the accidental failure of

1 the public electricity supply at **your** suppliers land based generating station or sub station.

2 the public gas supply at **your** suppliers land based premises

3 the public water supply at **your** suppliers land based waterworks or pumping station

4 the public telecommunications services at **your** suppliers land based premises

from which **you** obtain electricity, gas, water or telecommunications services, provided **your** supplier is situated within the **policy territories,** where such accidental failure is a direct result of **damage** caused by an Insured Contingency 1 to 16 under the Material Damage Section.

After the application of all other terms and conditions of this section, the most **we** will pay for any one claim and in total during any one period of insurance is £25,000

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this cover.

The insurance provided by this cover in any one period of insurance shall only apply for the period starting with the accidental failure(s) of supply or service at **your** premises and ending after 12 weeks in total during which time the results of **your** business are affected regardless of the number of incidents, number of **your** suppliers affected during the period of insurance or the number of premises insured.

We will not cover

a any failure

1 which does not involve a cessation of supply for at least 24 hours

OR

2 due to an excluded contingency under the material damage section

b loss resulting from failure caused by

1 the deliberate act of any supplier or by them using their power to withhold or restrict supply or services

OR

2 strikes or any labour or trade disputes

OR

3. solar flare or other atmospheric or weather conditions but **we** will cover failure due to **damage** to equipment caused by these conditions.

Loss of attraction cover

We will indemnify **you** in respect of an interruption or interference with the business as insured under this Section following **damage** caused by an insured contingency to a **property** within a 1 mile radius of your premises which directly causes a loss of custom to the business.

The maximum indemnity period for any one **period of insurance** under this cover shall not exceed 12 weeks commencing from the date of the **damage**. **Our** liability for any one period of insurance will not exceed £25,000.

Murder suicide or disease cover

We will cover you for any business interruption insured by this section caused solely and directly by;

1 A public authority order to close your premises as a result of an outbreak of any of the following diseases at your premises;

Acute Encephalitis

Acute
Poliomyelitis
Anthrax
Chicken Pox
Diphtheria
Dysentery
Legionellosis
Legionnaires' Disease
Malaria
Measles
Meningococcal Infection
Mumps
Opthalmia Neonatorum
Paratyphoid fever
Bubonic, Septicemic & Pneumonic
Plague
Rabies
Rubella
Tetanus
Tuberculosis
Typhoid Fever
Whooping Cough
Yellow Fever

2 the closing of the whole or part of the premises as a result of murder or suicide at the premises by order of a public authority

3 the closing of the whole or part of the premises by order of the public authority as a result of injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the premises

4 the discovery of vermin in the building(s) that prevents the use of or part use of the building(s) by order of a public authority

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Notwithstanding any other provision within this cover, **we** will not cover any disease or incident that the World Health Organization declares as a public health emergency of international concern or notes as a pandemic.

The **maximum indemnity period** for any one **period of insurance** under this cover shall not exceed 12 weeks commencing from the date of

i the compulsory closing of the whole or part of the premises (in relation to clause 1 of this cover)

ii the discovery of murder or suicide (in relation to clause 2 of this cover)

iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series

iv the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed £25,000 in any one **period of insurance**.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they

were references to the cover provided under clauses 1 to 4 above.

Loss of rental income cover

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

We will pay **you**

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

2 additional expenditure necessarily and reasonably incurred. This will include the cost of 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.

Professional accountants cover

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

1 to professional accountants for producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims procedures condition and reporting that these particulars or details are in accordance with **your** accounting records, other business books or documents

2 to **your** lawyers for determining **your** contractual rights under any rent cessor clause or insurance break clause contained in the lease.

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

Reinstatement of sum insured cover

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

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

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

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

Rent review cover

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

Subrogation waiver cover

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

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

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

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

3 any tenant provided that

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

   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 **us**.

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 buildings condition

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

We will take into account

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

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

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.

Legal liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

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

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 **employed person(s)** 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 **employed person(s)**, with **your** prior consent.

Asbestos

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

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

1 of any claimant which **you** or any of the **additional persons insured** become legally liable to pay

2 incurred with **our** 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.

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.

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.

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.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Public liability section

✓ 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 **policy territories** during the **period of insurance** in connection with the **business**.

Additional Persons Insured

In the **event** of the death of any person entitled to indemnity under this section **we** will indemnify in the terms of this **policy** the deceased legal personal representatives but only in respect of liability incurred by such deceased person.

At **your** request **we** will indemnity in the terms of this section

any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement.

any director of **yours** or Employee in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**.

any officer committee or member of **your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such

any director or senior official of **yours** in respect of private work undertaken by an Employee for such director or senior official provided that each person shall as though they were **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.

We shall retain the sole conduct and control of all claims.

Where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **damages** shall not under Sub Section 2 exceed the Limit of Liability.

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 **employed person(s)** 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.

Contingent motor liabilities cover

We will pay the amount of damages which **you** are liable by law and **claim costs** as a result of accidental

1 **bodily injury**

2 loss of or damage to property not owned or held in trust by **you** or in **your** custody or control

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

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

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

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

The Road Traffic Act exclusion in this section does not apply to this cover provided that

we will not cover

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

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

iii where cover is provided by another insurance policy.

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.

Indemnity to Managing Agents cover

At **your** request **we** will indemnify any managing agent acting for an on behalf of **you** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the section if the claim had been made against **you**.

Provided that each person shall as though they were **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.

we shall retain the sole conduct and control of all claims.

where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Liability.

Libel and Slander cover

Injury is hereby extended under this Section to include

i libels appearing in any publication normal to the conduct of **your business** accidentally committed or occasioned by **you** in good faith

ii slanders in oral utterances accidentally committed or occasioned by any Employee in good faith in the course of and in pursuance of the **business**

Provided that

i The date of the publication or utterance on which the claim is based occurred during the **period of insurance**

ii cover will not apply to libel or slander made to or by an employee or former employee against another employee.

iii a claim is both first made against **you** and notified to us during the period

of insurance or notified to us within thirty days after the end of the period of insurance and provided that

iv the date of the publication or utterance on which the claim is based occurred during the **period of insurance**.

v **our** liability in respect of all claims in one **period of insurance** will not exceed £100,000 in the aggregate

vi cross liabilities shall not apply to this cover

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 £250,000.

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 **policy territories**.

Personal liability cover

At **your** request, **we** will pay the amount of damages which any of **your** directors, partners or **employed person(s)** 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 **policy territories**.

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**

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.

✘ What is not covered

Aircraft and watercraft exclusion

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).

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by

1 inhalation or ingestion of **asbestos**

2 exposure to or fear of the consequences of exposure to **asbestos**

3 the presence of **asbestos** in any property or on land

4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

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

Contractors liability exclusion

We will not cover claims in respect of loss or **damage** caused by any sub-contractor to **you** or by their employees.

Defective premises exclusion

We will not cover any claims in respect of the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **you** or for any reduction in value thereof.

Deliberate acts exclusion

We will not be liable for any claim in respect of liability which results from a deliberate act or omission by **you** and which could reasonable have been expected by **you** having regard to the nature and circumstances of such act or omission.

Employee injury exclusion

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

Excess exclusion

We will not cover the **excess** of £500 for third party property **damage** and this will apply to each event.

Foreign manual work exclusion

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

Managing agents professional risk exclusion

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.

Pollution and contamination exclusion

We will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Property under your control exclusion

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. **employed person(s)** or visitors vehicles or effects while on **your** premises.

Products Supplied

We will not cover any loss of or **damage** to property caused by or in connection with any product or item, including containers, packaging, instruction,

or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by you or on your behalf or any structure, constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of the business which have ceased to be in your custody or control other than food or drink provided as a service at **your** premises to employed persons or visitors.

Professional advice exclusion

We shall not be liable for any claim in respect of professional services lack of care or skill in the giving of professional or other advice or treatment by **you** or any person in the service of **you** in connection with the **business**.

Property under construction exclusion

We shall not be liable for Injury loss or **damage** in connection with any work on **buildings** of construction renovation alteration or demolition.

Weakening of supports exclusion

We will not pay for any claim in respect of loss or **damage** to any land **property building** or structure caused by vibration or by the removal or weakening of support of such land or building or structure or any liability arising in consequence of such loss or **damage**

Road Traffic Act exclusion

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.

Employers' liability section

✓ What is covered

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 **employed person(s)** caused within the **policy territories** during the **period of insurance** in connection with the **business**.

Additional Persons Insured

In the **event** of the death of any person entitled to indemnity under this section **we** will indemnify in the terms of this **policy** the deceased legal personal representatives but only in respect of liability incurred by such deceased person.

At **your** request **we** will indemnify in the terms of this section

any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement.

any director of **yours** or Employee in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**.

any officer committee or member of **your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such

any director or senior official of **yours** in respect of private work undertaken by an Employee, provided that

1. **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply.
2. **we** shall retain the sole conduct and control of all claims.
3. where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **damages** shall not under Sub Section 2 exceed the Limit of Liability.

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 **employed person(s)** 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.

Indemnity to Managing Agents

At **your** request **we** will indemnify any managing agent acting for an on behalf of **you** in respect of liability arising in connection with the **business** provided that

1. **you** would have been entitled to indemnity under the section if the claim had been made against **you**.
2. each person shall as though they were **you** observe fulfil and be subject to the terms of this policy insofar as they can apply.

we shall retain the sole conduct and control of all claims.

where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **damages** shall not under Sub Section 2 exceed the Limit of Liability.

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 £250,000.

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 **policy territories**.

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 **policy territories**.

Unsatisfied court judgements cover

We will, at **your** request, pay to an **employed person** 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 **employed person** 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 **policy territories**
   - b obtained against a party registered or resident within the **policy territories**
   - c not obtained against **you**
2. there is no appeal outstanding

if any payment is made under the terms of this cover, the **employed person** 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.

1. The limit of indemnity will apply to any one claim, or

2 any series of claims by one or more of the employed persons arising from one occurrence.

As a result of any claim or claims, we may at anytime 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.

✘ What is not covered

Radioactive contamination exclusion

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

1 **contractual liability**

2 the liability of any principal for whom **you** are completing the contract.

Road Traffic Act exclusion

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

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while offshore.

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by inhalation or ingestion of asbestos

i exposure to or fear of the consequences of exposure to asbestos

ii the presence of asbestos in any property or on land

iii investigating, managing, removing, controlling or remediation of asbestos.

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 **policy territories**. **You** must repay **us** all amounts **we** pay, which **we** would not have been liable to pay but for the law.

Arbitration condition

If **we** agree to pay your claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award

Legal expenses section

Contents of this section

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Your schedule will show if this section is covered.

Important information

This insurance is administered by **Arc**.

Legal helpline

You can use the helpline service to discuss any problem occurring under this **policy** within the **policy territories**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, **you** should contact the legal advice line for assistance.

Simply telephone 0283 0256 859 and quote "AXA Property Owners".

To maintain an accurate record **your** telephone call may be recorded.

Claim forms can also be obtained from: https://claims.arclegal.co.uk

In the event of a valid claim under this insurance, **Arc** will appoint its panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

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

Claims must be reported to **Arc** within 180 days of the **insured incident** other than in relation to Tenant eviction, where claims must be submitted within 45 days of the **insured incident**. Notification will only be deemed to have been made upon receipt by **Arc** of a fully completed claim form accompanied with all requested supporting documentation.

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **tenant** and any **guarantor**. If the Enquiry Agent is unable to reach an agreement with the **tenant/guarantor** to remedy his failure to perform his obligations under the **tenancy agreement**, **our** panel solicitors or their agents will be appointed to act for **you**.

In addition, please see the Claims notification condition within this section.

Meanings of defined terms

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

Adviser

Arc's panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **Arc** to act for **you**.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in **Arc's** fee scale ruling at the time the **adviser** is instructed and disbursements essential to **your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Arc

Arc Legal Assistance Limited who administer claims under this insurance on **our** behalf.

Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the **insured incident**.

Deposit

The sum of money collected from the **tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies. This sum is held by **you** or **your** agent as an indemnity for losses incurred by **you**, arising from the **tenant** failing to perform his obligations set out in the **tenancy agreement**. A minimum amount equal to one month's **rent** must be retained as the deposit.

Dilapidations inventory

A full and detailed inventory of **your** contents and their condition within the **property** which has been signed by the **tenant**.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's**

performance of his obligations under the **tenancy agreement**.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance.

Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Limit of indemnity

The most **we** will pay under this section in respect of an **insured incident** are the limits shown in **your** schedule for

1 any one claim

2 all claims notified during the **period of insurance**.

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Rent

The monthly amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

Tenant

The occupier of the **property** named in the **tenancy agreement** as the tenant who has received a **tenant reference**.

Tenancy agreement

A tenancy agreement between **you** and the **tenant** in relation to the **property** which is:

1 an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **policy territories**, or

2 a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **policy territories** and the **property** is let purely for residential purposes of the **tenant's** employees and their family, or

3 a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **policy territories**, and which is:

   a appropriate for the tenancy; and

   b where relevant, signed and independently witnessed by **you**, the **tenant(s)** and if required as a condition of the **tenant reference**, the **guarantor**; and

   c free from any unreasonably restrictive covenants.

If the tenancy agreement is for a commercial **tenant** it must be compliant with the Landlord and Tenant Act 1954 (Part 2).

Tenant reference

For residential **tenants**

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employer's reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **tenant's rent**. If all of the above are not available, a full tenant reference showing a Pass on the **tenant** and **guarantor** must be obtained from **Arc's** approved Tenant Referencing Company.

For commercial **tenants**

A full comprehensive referencing check showing a pass on the **tenant** and **guarantor** must be obtained from one of **Arc's** approved tenant referencing companies.

Details of these companies are available at: https://claims.arclegal.co.uk.

You/your

The individual or organisation shown in the schedule as the insured and defined in the **tenancy agreement** as the 'Landlord' who has paid the premium and been declared to **us**. If **you** die **your** personal representatives will be covered to pursue cases covered by this insurance on **your** behalf that arose prior to **your** death.

✓ What is covered

You are covered for **advisers' costs** up to the **limit of indemnity** where:

1. The **insured incident** takes place within the **period of insurance** and within the **policy territories**.
2. The **proceedings** take place within the **policy territories**.

Criminal prosecution cover

You are covered for **advisers' costs** to defend Criminal prosecutions brought against **you** in relation to the **property** under:

1. The Gas Safety (Installation and Use) Regulations 1994
2. The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
3. The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **policy territories**.

Property infringement cover

You are covered for **advisers' costs** to bring **proceedings** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **property**.

Tenant eviction cover

You are covered for **advisers' costs** to pursue eviction **proceedings** against a **tenant** or **guarantor** to recover possession of the **property** where the **tenant** fails to perform his obligations set

out in the **tenancy agreement** relating to the rightful occupation of the **property**.

✘ What is not covered – A

Criminal prosecution exclusion

You are not covered for claims

1 arising from something **you** have done, knowing it to be wrongful or ignoring that possibility

2 unless **you** have taken all reasonable steps to comply with:

   a The Gas Safety (Installation and Use) Regulations 1994

   b The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993

   c The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **policy territories**.

Property infringement exclusion

You are not covered for claims

1 arising from a dispute relating to a **tenancy agreement** or any other lease or licence to occupy property or land

2 where the **insured incident** occurs within the first 180 days of the commencement of this section unless **you** had continuous previous insurance cover in place.

Tenant eviction exclusion

1 **You** are not covered for claims:

   a where **you** fail to provide evidence that **you** successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**

   b arising from or connected to **your** performance of **your** obligations under the **tenancy agreement**

   c arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**

   d falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **policy territories**

   e relating to the payment or non-payment of service charges as defined within the Landlord And Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **policy territories**

   f where the **tenant** is not aged 18 years or over

   g where **you** have allowed the **tenant** into possession of the **property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, the first month's **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**

   h where **you** have failed to keep full and up to date rental records

or have allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with

i if **you** or **your** agent gave any false or misleading information when **you** applied for the **tenant reference**

j where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**

k where **you** are in breach of any rules, regulations or acts of parliament relating to the **deposit**

l in relation to dilapidations by the **tenant** to the **property** or its contents where **you** have a policy of insurance that covers the dilapidations

m relating to any occupant of the **property** over the age of 18, other than the **tenant**

n where **advisers' costs** have been incurred as a result of **your** failure to follow the advice of the **adviser** or arising from **your** failure to take any action recommended by **Arc** or the **adviser** to recover possession of the **property** as promptly as possible.

2 **You** are not covered for the first £375 of Legal Expenses incurred in any one claim.

✘ What is not covered – B

The following exclusions apply to all or any parts of the cover under this section

1 **You** are not covered for claims

a where the **insured incident** occurs within the first 90 days of the commencement of this section, other than in relation to Property infringement cover, where the **tenancy agreement** was in force prior to the commencement of this insurance unless **you** had continuous previous insurance cover in place

b where **your** act, omission or delay prejudices **your** or **our** position in connection with the **proceedings** or prolongs the length of the claim

c arising from a dispute between **you** and **your** agent or mortgage lender

d where the **insured incident** began to occur or had occurred before **you** purchased this section of insurance

e where **you** should reasonably have realised when purchasing or renewing this section of insurance that a claim under this section of insurance might occur

f where **your** act or omission prejudices **your** or **our** position in connection with the **proceedings**

g where **advisers' costs** have not been agreed in advance or are above those for which **Arc** have given their prior written approval

h for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party

i for damages, interest, fines or costs awarded in criminal courts

j where **you** have other legal expenses insurance cover

k for claims made by or against the **adviser** or **Arc**

l for appeals without the prior written consent of **Arc**

m prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser**

n where a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute

o where **you** commit, or are alleged to have committed, a criminal offence, or **you** are liable to a civil penalty unless this **policy** expressly covers **you** in the event of such offence or penalty.

2 **You** are not covered for claims arising out of or in connection with

a Works undertaken or to be undertaken by or under the order of any government or public or local authority.

b Planning law.

c The construction of or structural alteration to buildings.

d Defamation or malicious falsehood.

e Divorce, matrimonial matters or **proceedings** including ancillary relief, parental responsibility and contact, or affiliation.

f Any venture for gain or business project of **yours** other than in relation to **your** activities as a Landlord.

g A dispute between persons insured under this **policy**.

h An application for Judicial Review.

i A novel point of law.

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**.

Claims notification condition

1 **You** must report claims as soon as reasonably possible within 180 days of the **insured incident** other than in relation to Tenant eviction cover where claims must be submitted within 45 days of the **insured incident**. Notification will only be deemed to have been made upon receipt by **Arc**

or a fully completed claim form with all requested supporting documentation.

2 If **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the default. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and visit the **property**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.

3 **You** and **your** agent must act promptly to gain vacant possession of the **property** and recover **rent** arrears.

4 In the event of a claim **you** or **your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **property**.

5 **You** and/or **your** agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**.

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

Claim procedures condition

1 **Arc** may investigate the claim and take over and conduct the proceedings in **your** name. Subject to **your** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**.

2 **Arc** have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **advisers' costs**.

3 **You** must supply at **your** own expense all of the information which **Arc** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **you** wish to nominate an alternative **adviser** to act for **you**, **you** may do so. The **adviser** must represent **you** in accordance with **Arc's** standard conditions of appointment which are available on request.

4 The **adviser** will:

a provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained

b keep **Arc** fully advised of all developments and provide such information as **we** may require

c keep **Arc** regularly updated of **advisers' costs** incurred

d advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agree in **Arc's** absolute discretion to allow the case to proceed

e submit bills for assessment or certification by the appropriate body if requested by **Arc**

f attempt recovery of costs from third parties.

5 In the event of a dispute arising as to **advisers' costs**, **Arc** may require **you** to change **adviser**.

6 **We** shall only be liable for costs for work expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.

7 **You** shall supply all information requested by the **adviser** and **Arc**.

8 **You** are liable for any **advisers' costs** if **you** withdraw from the **proceedings** without **Arc's** prior consent. Any costs already paid by **Arc** will be reimbursed by **you**.

9 Any monies recovered from the **tenant** or **guarantor** will be retained by **Arc** to pay for any **advisers' costs** that has been paid by **us** under this insurance.

Data protection condition

You agree that any information provided to **us** regarding the **insured persons**, will be processed by **us** or the **administrator** in compliance with the provisions of **Data Protection Legislation** for the purposes of providing insurance and handling claim(s), if any, which may necessitate providing such information to third parties.

Disputes condition

Any dispute between **you** and **Arc**, where both agree, may be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Language condition

The language for contractual terms and communication will be English.

Prospects of success condition

At any time **Arc** may form the view that **you** do not have a more than 51% chance of success in the action **you** are proposing to take or are taking. If so, **we** may decline support or any further support. In forming this view **Arc** may take into account:

1 The amount of money at stake.

2 The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.

3 The prospects of winning the case.

4 The prospects of being able to enforce a judgment.

5 The fact that **your** interests could be better achieved in another way.

Caring for you

There may be times when **you** feel **you** do not receive the service **you** expect from us.

This is **our** complaints process to help **you.**

For a complaint about **your** policy, contact **your** Broker.

If **we** cannot sort out **your** complaint, **you** can contact **our** Customer Care Department on **0800 0391970** or:

email: **axacustomercare@axa.ie**; or

write to **AXA Insurance,Customer Care, Department, Freepost BEL 2531, Belfast, BT1 1BR**.

or a complaint about **your** claim, contact **our** claims action line on **0345 8282823**:

If **you** are unhappy with the way **we** have dealt with your complaint, **you** may be able to refer to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, Financial Ombudsman Service - Customer helpline Monday to Friday – 8am to 8pm Saturday – 9am to 1pm

0800 023 4 567 - calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if called from a mobile phone

0300 123 9 123 - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

These numbers may not be available from outside the UK – so please call from abroad on

+44 20 7964 0500.

Email: c**omplaint.info@financialombudsman.org.uk**

Our promise to **you**

We will reply to **your** complaint within five days.

We will investigate **your** complaint.

We will keep **you** informed of progress.

We will do everything possible to sort out **your** complaint.

We will use feedback from **you** to improve **our** service

Financial Services Compensation Scheme (FSCS). AXA Insurance dac is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event **we** cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Legal and tax advice or Legal expenses services complaints

If **you** have a complaint about the legal and tax advice or the Legal expenses services **you** should contact Arc Legal Assistance Ltd:

Arc Legal Assistance Ltd

The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE

Telephone:
01206 615000

We're here to help.

If you have questions,
contact your **local AXA Branch** or go to
axani.co.uk

For help with claims, ring us on
0345 828 2823

ARC Legal Assistance Ltd is authorised and regulated by Financial Conduct Authority.

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