Residential Landlord

Policy Document

Version 1.0

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1. **General** Information

Welcome to **Your** Tide Residential Landlord's insurance policy and thank you for choosing **Tide**.

Our Agreement with You

In return for **You** paying the appropriate premium and complying with the terms and conditions of the **Policy** and **Your** Tide Membership and Product Terms, **We** agree to cover **You** in accordance with the terms of the **Policy**.

Your Policy is made up of multiple documents, which are to be read together as one contract:

- This Policy Document which explains **Your** insurance cover, conditions and exclusions;
- The Policy Schedule - which shows the **Insured Address**, cover, excess and any endorsements that apply to **Your Policy**;
- The Statement of Fact – which shows additional details **You** have declared to **Us** about your **Policy**;
- **Your** Tide Membership and Product Terms that form the contract between **You** and **Tide** for **Your** Tide Membership and the insurance intermediary service offered by **Tide** via the Tide Platform.

This **Policy** is a legal record of the agreement **You've** made with **Us**, so please make sure it fits **Your** requirements. If **You** spot anything that's not accurate, or if **Your** requirements change, let **Us** know as soon as possible.

Duty of Fair Presentation

You must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either prior to **Your** policy starting, during the **Period of Insurance** or since the last renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide **You** cover and, if so, on what terms. If **You** are not sure whether a circumstance is material, just ask us.

If **You** fail to tell **Us** it could affect the extent of cover provided under this **Policy**. Failure to provide accurate information may cause **Your Policy** to:

- be invalid; and/or
- be charged on an incorrect **Premium**; and/or
- be cancelled; and/or
- be declared void; and/or
- have claims not being paid either partially or in full; and/or
- be in a position to allow us to recover any costs from **You**.

If any information that **You** have provided changes between inception and renewal, or if **You** go back and realise something **You've** put down is inaccurate, please let **Us** know right away. If there's something **You're** not sure about, please contact **Us**.

Parties to this Agreement

This insurance is provided by Tide Insurance Services Limited acting as an agent of Accelerant Insurance UK Limited.

Tide Insurance Services Limited (4th Floor, The Featherstone Building, 66 City Road, London EC1Y 2AL) is authorised and regulated by the Financial Conduct Authority (FRN 1040067).

Accelerant Insurance UK Limited (One Fleet Place, London, EC4M 7WS) is authorised and regulated by the Financial Conduct Authority (FRN 207658).

2. **Policy** Definitions

The following words and phrases have the meanings shown below wherever they appear in bold.

2.1 Accelerant

Accelerant Insurance UK Limited is an insurance company, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm reference number: 207658).

2.2 Abuse

Any:

a) physical or mental abuse;

b) assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment;

c) act of a sexual nature or any act undertaken with a sexual motive; or

d) repeated or continuing act of contempt, use of insulting words or behaviours.

2.3 Annual Rental Income

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

2.4 Annual Sum Insured

The **Sum Insured** divided by the length of the **Indemnity Period** in months, multiplied by 12.

2.5 Asbestos

a) Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;

b) Fibres or particles of any material in a) above; or

c) Any material containing anything in a) or b) above.

2.6 Bodily Injury

Death, physical injury, illness, disease, or mental injury.

2.7 Buildings

The buildings at the **Insured Address**, which **You** own or which **You** are responsible for, including:

a) **Fixtures and Fittings**;

b) outbuildings, extensions, annexes, canopies, fixed signs, gangways, lamp posts and street furniture;

c) walls, gates and fences;

d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Insured Address and extending to the public mains; and

e) yards, car parks, roads, pavements and forecourts constructed of solid materials.

2.8 Computer Virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to ‘Trojan Horses’, ‘worms’ and ‘time or logic bombs’

2.9 Damage

Physical loss, destruction or damage.

2.10 Data

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

2.11 Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against **You**. This does not include **Your** own overheads, including salaries and expenses.

2.12 Due Date

The date each month on which the **premium instalment** for the **policy** becomes due and is charged. After the **start date**, this will fall on the same calendar date each month as the **start date**. If a corresponding date does not exist in a subsequent month, it will be the final day of that month.

2.13 Electronic Data

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 programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

2.14 Employee

Anyone who is, or was at the time of any act, incident or event, under a contract of service or apprenticeship with

You, whilst working under **Your** direct control and supervision.

2.15 Endorsement

Any changes in the terms of the insurance that differ from the standard wording. These are shown in your **Policy Schedule**.

2.16 Excess

The amount shown on the **Schedule** as the 'Excess'. This is the amount **You** must bear for the corresponding claim.

2.17 Fixtures and Fittings

Items fixed to and forming part of the structure of the **Insured Address** such that removal would cause **Damage** to the **Insured Address** including:

a) decorations including wallpaper, murals and stencilling;

b) bathroom suites;

c) fitted kitchens;

d) fitted bedroom furniture;

e) hard, vinyl or laminate flooring; and

f) aerials and satellite dishes provided for the exclusive use of the Insured Address but not any multi-property communal system.

2.18 Insured Address

The address(es) shown on the **Schedule** as the 'Insured Address'.

2.19 Indemnity Period

The period starting with the date of **Damage** and ending when the **Building** is repaired, rebuilt or fit for occupation, subject to the maximum period shown in the **Schedule**.

2.20 Insurer / We / Us / Our

This **Policy** is issued by **Tide** acting as an agent of **Accelerant**.

2.21 Insured / You / Your

The person or entity shown on the '**Policy Schedule**' as '*Name of Insured'*.

For the purposes of *Section D, Property Owners Liability*, only, 'You/Your' is extended to include any:

a) director or **Employee** of **Yours**;

b) officer, committee member or member or **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;

c) any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or

d) personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

2.22 Landlord's Contents

Items belonging to **You** within the **Insured Address**, including **Fixtures and Fittings**, furniture, furnishings, carpets, curtains and domestic appliances, but excluding items forming part of the **Building**.

2.23 Letting Costs

The reasonable and necessary costs incurred with **Our** agreement to re-let the **Building** during the **Indemnity Period**, solely arising as a result of **Damage**.

2.24 Limit of Indemnity

The amount shown as the '*Limit of Indemnity'* on the **Schedule**, which is the most **We** will pay for the corresponding claim.

2.25 Loss of Rent

The rent that you would have received immediately prior to **Damage**, subject to the **Sum Insured**.

2.26 Occurrence

An event or series of events arising from one original cause.

2.27 Period of Insurance

The length of time covered by this insurance, as shown by the **Start Date** in **Your Policy Schedule**, and continuing for as long as cover is extended, on a monthly basis and until the last day of the period, for which **You** have paid the **Premium Instalment**.

2.28 Personal Effects

Personal belongings of any principal, partner or **Employee** of **Yours**. However, 'Personal Effects' does not include money, credit cards, radios, televisions or jewellery.

2.29 Policy

This *Policy Document*, the *Statement of Fact*, the *Policy Schedule*, any *Endorsements* and **Your** *Tide Membership and Product Terms*; which are to be read together as one contract.

2.30 Pollution

Pollution or contamination of buildings, other structures, land, water, or the air by any electronic, solid, liquid, gaseous or thermal irritant or contaminant. This includes any electromagnetic fields, noise, radio waves, smoke, vapour, water-borne disease, soot, fumes, acids, alkalis, chemicals, and waste.

2.31 Premium

The total **Premium** paid or payable for **Your** insurance **policy** (excluding Insurance Premium Tax).

2.32 Premium Instalment

The monthly amount **You** pay for cover as specified in **Your Policy Schedule** (including Insurance Premium Tax).

2.33 Principal

Any person, firm or company **You** have entered into a contract or agreement with to do work for, or to provide services in connection with **Your** renting out the **Insured Address**.

2.34 Product

Any item (including its packaging, labels and instructions for use), which is:

a) manufactured, sold, supplied, processed, altered or treated;

b) repaired, serviced, tested or maintained; or

c) installed, commissioned, constructed or erected,

by **You** or on **Your** behalf and which is no longer in **Your** care or control.

2.35 Property Damage

Loss or destruction of, or **Damage** to, **Buildings** or **Landlord's Contents**.

2.36 Rental Income

Money paid or payable to **You** for tenancies and other services provided by **You** as a landlord of the **Insured Address**.

2.37 Residential Tenancy Agreement

A written tenancy, occupation or licence agreement granted to private individuals for residential use of the **Insured Address**, governed by the Housing Act 1988 (as amended), the Renters' Rights Act and any subsequent amending or replacement legislation, provided the tenancy or occupancy arrangement:

a) is lawful; and

b) is for residential purposes only.

2.38 Schedule

The document issued by us forming part of this **Policy** which details the cover.

2.39 Start Date

The date (and where applicable the time) stated in the **Policy Schedule** upon which **Your** cover begins following **your** acceptance of **Our** terms and conditions and payment of the initial **Premium Instalment**.

2.40 Sum Insured

The amount shown as the '*Sum Insured'* on the **Schedule**, which is the most **We** will pay for the corresponding loss.

2.41 Tenant

Any person legally occupying the **Insured Address** under a tenancy agreement.

2.42 Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

2.43 Terrorism

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

2.44 Tide

Tide Insurance Services Limited, 4th Floor, The Featherstone Building, 66 City Road, London EC1Y 2AL, is authorised and regulated by the Financial Conduct Authority (FRN 1040067). We act as an agent of **Accelerant**.

2.45 Unattended Vehicle

Any vehicle that has been left with no one in charge who is able to observe any attempt to interfere with it and with a prospect of preventing any unauthorised interference.

2.46 Underground Services

Drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Insured Address and extending to the public mains.

2.47 Unoccupied

Not occupied for a period of 30 consecutive days or more.

2.48 War

Invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2.49 Virus

Any code, instructions, software, or program which contains unauthorised, criminal, or malicious instructions to initiate an event on the infected computer system causing modification or unavailability of, or damage to, data, memory or media.

3. General Conditions

The following conditions apply to all *Sections* of this **Policy**.

3.1 Presentation of the Risk

Before any cover under this **Policy** can start, renewed or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured. The presentation must:

a) Include all material facts which are known, or ought to be known, by **You**, **Your** senior management or anyone arranging the **Policy** on **Your** behalf;

b) be made following a reasonable search; and

c) be reasonably clear and accessible.

This is the information that **Tide** have taken from **You** during the quotation process and any subsequent communication that **Tide** had where **they** have needed to clarify points, either on the phone, in their application chat or via emails.

3.2 Failure When Presenting the Risk Which is Deliberate or Reckless

If **You** deliberately or recklessly fail to comply with the obligation under *General Condition 1*. above, **We** can void the **Policy**. **We** will be entitled to:

a) Refuse to cover any claim under the **Policy** and treat it as if it never came into existence;

b) Require You to repay all payments already made by **Us** under the **Policy**; and

c) Keep any premium payments **You** have made.

3.3 Failure When Presenting the Risk Which is Neither Deliberate Nor Reckless

If **You** fail to comply with the obligation under *General Condition 3.1.* above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

a) refused to insure **You**, **We** can void the **Policy**. This means **We** will have the rights under 2.a. and 2.b. above, although **Tide** will return any premium payments **You** have made;

b) insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the premium; or

c) insured **You**, but charged a higher premium, the amount **We** pay for any claim under the **Policy** will be proportionately reduced or **We** will require any additional premium to be paid by **You** prior to settling the claim, by reference to the difference between the premium charged and the premium **We** would have charged if **You** had provided a fair presentation

We will apply the following calculation to any proportionate reduction:

(Premium **We** would have charged, minus actual premium charged) X amount of the claim. Please note that both b) and c) above can apply at the same time.

3.4 Change of risk

If during the **Period of Insurance** there are any material changes to the information provided when applying for this **Policy**, **You** must notify **Us** as soon as reasonably possible.

Following notification, **We** may:

a) confirm that the **Policy** will continue unchanged;

b) amend the terms of the **Policy**, including the Premium, **Excess** or cover provided; or

c) cancel the **Policy** in accordance with the *Cancellation Condition* where the amended risk no longer meets **Our** underwriting criteria.

We will not cover any change in risk or circumstance that **You** have not notified to **Us** where the change increased the risk of the loss or **Damage** occurring or prejudiced **Our** position.

Acceptance of any change is subject to **Our** underwriting criteria in force at the time the change is notified.

3.5 Precautions

You must at **Your** expense:

a) Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a claim under this **Policy**;

b) Ensure that all **Buildings** covered under the **Policy** are maintained in a good state of repair;

c) Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties;

d) Comply with all relevant legal requirements, manufacturers' recommendations and other regulations relating to the use, inspection, and safety of property and people;

e) Take all reasonable precautions to prevent unauthorised use of or access to **Your** records, Computer System and website; and

f) Ensure all **Data** is backed up.

We may reduce the amount **We** pay for a claim, or decline a claim, to the extent that **Your** failure to comply with these conditions increased the risk of the loss or **Damage** occurring or prejudiced **Our** position.

3.6 Property Letting Conditions

You must ensure that:

a) the **Buildings** are used solely for residential purposes;

b) the **Buildings** are not left **Unoccupied** for more than 30 consecutive days, unless **You** notify **Us** and the risk remains within **Our** underwriting criteria.

c) The **Insured Address** must be let solely under a **Residential Tenancy Agreement** to private residential occupiers.

We may reduce the amount **We** pay for a claim, or decline a claim, to the extent that **Your** failure to comply with these conditions increased the risk of the loss or **Damage** occurring or prejudiced **Our** position.

3.7 Premium Payment

i. You must pay the **Premium** by the **Due Date**.

ii. Monthly instalments are collected 7 days before the next cover month is due to start. Should this fail, **We** will attempt to take payment for 6 additional days until the next cover month start date.

iii. **We** will automatically cancel the **Policy** so that cover will cease at the end of the monthly period for which **You** have paid the **Premium**.

iv. **We** will not make any payment under the **Policy** unless all due premium payments or instalments have been paid.

3.8 Policy Review and Renewal

Irrespective of the other provisions in this **Policy**:

(i) We will review the terms and conditions of the **Policy**, including the **Premium**, periodically and every twelve months, and **We** reserve the right to change the **Premium** and the terms and conditions.

(ii) If **We** make a change(s) **We** will give **You** a minimum of 28 days' notice and issue a new **Policy** for the next **Period of Insurance**, which will be made available to **You** through the Tide online customer portal.

(iii) Unless **You** notify **Us** that **You** wish to cancel prior to the end of the current **Period of Insurance**, the **Policy** will automatically renew for a further **Period of Insurance** on the terms and conditions (including the **Premium**) notified to **You** in accordance with clause (ii).

You are under no obligation to accept those changes and may cancel **Your Policy** prior to those changes taking effect. The **Policy** will expire at the end of the calendar month for which **You** have paid for cover.

3.9 Cancellation by You

(i) **You** may cancel this **Policy** at any time by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, **Tide**.

(ii) If **You** request a cancellation, **Your Policy** will expire on the last day of the monthly period for which **You** have paid the **Premium**. The **Premium You** have paid is not refundable. For example, if **Your** cover month starts on the 3rd of each month and **You** cancel your **Policy** on the 15th of a month, **You** will be covered until the 2nd at 11.59pm of the following month.

(iii) If **You** made a **Claim** during the **Period of Insurance**, the full **Premium** is payable, and no refund will be given.

3.10 Cancellation by Us

We can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email. Where **You** have failed to pay **Your** premium, or any instalment of the premium, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the end of the cover month you have paid for and **You** will have no cover under this **Policy** for the period after that date.

If you are a Tide Business Current Account holder, closure or termination of your account will also cancel your **Policy** from the end of the pre-paid cover month. For example, if your cover month starts on the 3rd of each month and you close your **Tide** Business Account on the 15th of a month, you will be covered under the **Policy** until the 2nd at 11:59pm of the following month.

Cancellation or termination of your **Tide** Membership Terms and Conditions will automatically cancel the **Policy** with immediate effect and you will have no cover under this **Policy** from that date.

3.11 Rights of Third Parties

Save as provided by this **Policy** and with the exclusion of **Tide**, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

3.12 Governing Law and Jurisdiction

Unless it is agreed otherwise and specified in the **Schedule**, **We** will only cover **Claims** brought against **You** in the courts of the **United Kingdom**.

Any legal proceedings between **You** and **Us** in connection to this **Policy** will only take place in the courts of the **United Kingdom**.

3.13 Excess for Claims Under More Than One Section

If any single act, incident or event gives rise to cover under more than one section of the **Policy**, **You** will only be liable to pay for one **Excess**, being the highest that applies. **We** can deduct the **Excess** from any claims payment.

3.14 Arbitration

If there is a dispute between **You** and **Us** as to the amount to be paid if there is a claim (where **We** agree the claim is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

3.15 Electrical Inspection Condition

You must ensure that:

a) the fixed electrical installation at the **Insured Address** is inspected and tested at least every 5 years by an appropriately qualified and competent electrician, or more frequently where required by law or regulation;

b) any defects or remedial works identified as requiring urgent attention are completed within the timescales recommended in the inspection report;

c) where no electrical inspection has been completed within the 5 years immediately preceding the **Start Date**, such inspection must be completed within 30 days of inception where agreed by **Us**; and

d) any portable electrical appliances provided by **You** are maintained in a safe and serviceable condition.

We may reduce the amount **We** pay for a claim, or decline a claim, to the extent that **Your** failure to comply with this condition increased the risk of the loss, **Damage** or liability occurring or prejudiced **Our** position.

3.16 Statutory and Regulatory Compliance

You must comply with all legal and regulatory obligations applicable to the ownership, letting and management of the **Insured Address**.

3.17 Survey Condition

We may, at **Our** discretion:

a) require a survey, valuation or inspection of the **Insured Address** before or during the **Period of Insurance**;

b) impose additional terms, conditions, protections or premiums following such survey, valuation or inspection; or

c) withdraw or restrict cover where material defects, hazards or unacceptable risk features are identified.

You must provide reasonable access and assistance in connection with any survey or inspection.

Failure to comply with any risk improvements or requirements notified to **You** by **Us** within the timescale specified may result in amended terms, restriction of cover or cancellation of the **Policy**.

4. General Exclusions

These exclusions apply to all Sections of this **Policy** unless otherwise stated.

4.1 Asbestos

We will not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever from or quantity.

4.2 Accidental Damage

We will not cover accidental damage:

a) caused deliberately by any **Tenant**, occupier or guest;

b) caused by domestic pets;

c) consisting of scratching, denting, chipping, staining, tearing or fouling;

d) caused during cleaning, maintenance, repair, alteration or renovation.

4.3 Communicable Disease Exclusion

We will not cover any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

a) Coronaviruses; and

b) Coronavirus disease (COVID-19); and

c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and

d) any mutation of or variation of a), b) or c) above; and

e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

4.4 Confiscation

We will not cover loss, **Damage** or liability arising from confiscation, nationalisation, requisition or destruction of property by order of any government or public authority.

4.5 Cyber

We will not cover loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

4.6 Deliberate Acts

We will not cover loss, damage or liability caused deliberately by **You** or any person acting on **Your** behalf.

4.7 Dishonesty

We will not cover loss directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

4.8 Electronic Data and Media

We will not cover:

a) the value of **Electronic Data**;

b) loss, distortion, corruption or inability to access **Electronic Data** unless resulting directly from insured physical **Damage** to property covered under this **Policy**; or

c) the cost of restoring, recreating, collecting or replacing **Electronic Data** except for the reasonable cost of blank media or stationery on which the data was stored.

Where **Electronic Data** processing media insured under this **Policy** suffers physical **Damage** insured by this **Policy**, **We** will only pay the cost of repairing, replacing or restoring the media itself and not the value of the **Electronic Data** contained on it.

4.9 Escape of Water

We will not cover:

a) loss or damage caused by water escaping over a period of time from any tank, apparatus, pipe or fixed installation where the escape was reasonably discoverable before the damage occurred; or

b) any subsequent escape of water claim arising from the same source unless appropriate repairs have been completed

4.10 External Wall Systems and Fire Safety Exclusion

We will not cover any loss, damage, liability, cost or expense directly or indirectly arising from or relating to:

a) cladding, external wall systems, façades, balconies, insulation, cavity barriers or fire stopping materials;

b) combustible, unsafe, defective or non-compliant materials or fire safety defects;

c) any investigation, testing, monitoring, repair, removal, replacement or remediation works; or

d) any legal, regulatory or statutory requirement, notice, enforcement action or remediation order relating to fire safety or building defects.

This exclusion applies regardless of any other cause or event contributing concurrently or in any sequence to the loss.

4.11 Indirect Loss

We will not cover any indirect or consequential loss except where expressly stated in this **Policy**.

4.12 Malicious Acts

We will not cover loss or damage caused by:

a) deliberate or malicious acts by any **Tenant**, occupier or guest, except to the extent specifically stated in the *Schedule of Sublimits*; or

b) any unlawful cultivation, manufacture or processing of drugs.

4.13 Mechanical or Electrical Breakdown

We will not cover breakdown of mechanical or electrical equipment unless **Damage** results from an insured peril.

4.14 NCBR Terror

We will not cover any act of **Terrorism** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination.

4.15 Northern Ireland (Civil Commotion)

We will not cover loss, damage, cost or expense directly or indirectly caused by civil commotion occurring in Northern Ireland.

4.16 Other Insurance

We will not cover any loss, damage or liability that would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

4.17 Pollution and Contamination

We will not cover loss, damage or liability caused by pollution or contamination unless it results from a sudden, identifiable and unintended incident.

4.18 Sanctions

We will not pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

4.19 Terrorism

We will not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

4.20 War

We will not cover any loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of **War**.

4.21 Radioactive Contamination

We will not cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:

(i) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(ii) The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(iv) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

(v) Any chemical, biological, bio-chemical, or electromagnetic weapon.

This Exclusion shall override anything contained in this **Policy** inconsistent therewith.

4.22 Nuclear Energy Risks

We will not cover **Nuclear Energy Risks** whether such risks are written directly and / or by way of reinsurance and / or via Pools and / or Associations.

For all purposes of this **Policy**, **Nuclear Energy Risks** shall mean all first party and / or third party insurances or reinsurances in respect of:

I. All **Property** on the site of a nuclear power station.

   Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

II. All **Property**, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:

   a) The generation of nuclear energy or

   b) the **Production, Use or Storage of Nuclear Material**.

III. Any other **Property** eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.

IV. The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by **Nuclear Material**.

Except as undernoted, **Nuclear Energy Risks** shall not include:

(i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in (I) to (III) above (including contractors' plant and equipment).

(ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by **Nuclear Material**.

However, the above exemption shall not extend to:

1) The provision of any insurance or reinsurance whatsoever in respect of:

   a) **Nuclear Material**;

   b) Any **Property** in the **High Radioactivity Zone or Area** of any **Nuclear Installation** as from the introduction of **Nuclear Material** or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.

2) The provision of any insurance or reinsurance for the under noted perils:

   – fire, lightning, explosion;

   – earthquake;

   – aircraft and other aerial devices or articles dropped there from;

   – irradiation and radioactive contamination;

   – any other peril insured by the relevant local Nuclear Insurance Pool and / or Association;

   in respect of any other **Property** not specified in (1) above which directly involves the production, use or storage of **Nuclear Material** as from the introduction of **Nuclear Material** into such **Property**.

Definitions applicable to this exclusion:

"**Nuclear Material**" means:

(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a **Nuclear Reactor**, either alone or in combination with some other material; and

(ii) **Radioactive Products or Waste**.

"**Radioactive Products or Waste**" means:

Any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"**Nuclear Installation**" means:

(i) Any **Nuclear Reactor**;

(ii) Any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel; and

(iii) Any facility where **Nuclear Material** is stored, other than storage incidental to the carriage of such material.

"**Nuclear Reactor**" means:

Any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"**Production, Use or Storage of Nuclear Material**" means:

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"**Property**" shall mean:

All land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"**High Radioactivity Zone or Area**" means:

(i) For nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and

(ii) For non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

5. Claims Conditions – What You Must Do

5.1 Notification

You must give **Us** notice as soon as reasonably possible and in any event within 14 days of any claim against **You** or anything that is likely to lead to a claim against **You**; or of any other act, incident or event that could lead to a claim under the **Policy**. If **You** do not, **We** may reduce the amount **We** pay to the extent **Our** position has been prejudiced by the delay.

When providing **Your** notification, please use the following contact details:

TBC

5.2 Informing the Police

You must notify the Police immediately in the event of any claim under the **Policy** arising from:

- Vandalism;
- Theft or attempted theft; or
- Loss of money.

If **You** do not, **We** may reduce the amount **We** pay to the extent **Our** position has been prejudiced by the delay.

5.3 Information

You must let **Us** have at **Your** expense, any information and assistance that **We** reasonably require in relation to any claim under the **Policy**.

5.4 No admissions

In respect of any claim against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

5.5 Recoveries

You must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the claim or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

5.6 Defence of claims

For any claim against **You** that is covered under the **Policy**, **We** have the right to

- Conduct the defence of the claim;
- Instruct legal advisors or other suitable experts; and
- Agree a settlement of the claim.

5.7 Maximum payment

The most **We** will pay for any claim under the **Policy** is the amount of cover shown in that section or sum insured shown on the **Schedule**. **We** can pay **You** such a maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that claim or loss, including in the defence of any claim.

5.8 Value Added Tax

Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

5.9 Non-compliance with conditions

Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or damage has increased as a result of **Your** failure to comply with the condition.

5.10 Legal representative appointed by us

Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that taking such action has a reasonable prospect of success, taking into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the claim.

5.11 Fraudulent claims

If **You** or someone acting on **Your** behalf makes a fraudulent or exaggerated claim, **We** will:

a) Not cover that claim, loss or liability;

b) Serve notice to terminate the **Policy** with effect from the date of the fraudulent or dishonest act;

c) Require **You** to repay any payments already made in relation to:

   - the fraudulent or exaggerated claim; or
   - any claim made after the date of the fraudulent or exaggerated claim; and

d) Keep all premium payments.

6. **Policy** Cover

This document divided into *Sections* of cover as follows:

Section A: Buildings

Section B: Landlord’s Contents

Section C: Loss of Rent

Section D: Property Owners Liability

Please refer to the **Policy Schedule** for confirmation of which of the *Sections* are included. This means that the cover was purchased and an appropriate premium paid for that *Section*.

Section A: Buildings

1. What is Covered

1.1 Damage to Buildings

We will cover **You** for **Damage** occurring during the **Period of Insurance** to **Buildings** caused by the following perils

1. Fire, lightning, explosion or earthquake.
2. Impact by:
   a) Aircraft or other aerial devices or articles dropped therefrom, including sonic bangs;
   b) vehicle and trains;
   c) animals;
   d) falling trees or branches; and
   e) falling aerials, masts or satellite dishes.
3. Storm, tempest or flood.
4. Water leaks, including caused by freezing or forcible and violent bursting, from any tank, apparatus, pipe or fixed pipe.
5. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
6. Oil leaking from any fixed heating installation.
7. Theft or attempted theft.
8. Subsidence, landslip, settlement or ground heave.
9. Accidental damage, meaning unintended and unforeseen accidental events. **We** only provide this cover where the **Schedule** shows **You** are covered for *Buildings Accidental Damage*.

1.2 Additional Covers

The following are covered within the **Sum Insured** unless otherwise stated:

1.2.1 Removal of Debris

The cost of removing debris, demolishing or shoring up parts of the **Buildings** following **Damage**.

1.2.2 Loss of Metered Water or Oil

Accidental loss of metered water or oil at the **Insured Address** following **Damage**.

1.2.3 Damage by Emergency Services

Damage caused by the emergency services in gaining access to the **Building** following an insured event.

1.2.4 Fire Extinguishment

The reasonable and necessary costs of refilling, recharging or replacing any:

a. fire extinguishing appliances;
b. fire suppression systems; or
c. sprinkler installation heads or tanks, where water costs are metered,

following **Damage** covered under this Section of the **Policy**.

1.2.5 Temporary Removal

Damage occurring during the temporary removal of:

a. Property which is covered under this section of the **Policy** for cleaning, renovation or repair; or
b. deeds, documents and plans to any of the **Buildings** to another location;

within the **Territorial Limits** during the **Period of Insurance**.

1.2.6 Finding a Leak

The reasonable and necessary costs incurred with **Our** prior agreement to:

a. locate the source of a leak from a fixed water or heating installation; and
b. repair any **Damage** caused whilst locating the source of the leak,

following **Damage** caused by escape of water or oil from any tank, apparatus or fixed heating installation which is covered under this section of the **Policy**.

1.2.7 Additional management fees

Additional managing agents' fees incurred solely to manage and supervise repair works following **Damage** covered under this Section of the **Policy**.

1.2.8 Alternative residential accommodation

The costs for reasonable alternative accommodation for:

a. **Your** tenants; and
b. temporary storage of **Your** tenants' furniture,

while the residential part of the **Buildings** cannot be used or accessed as a result of covered **Damage**.

1.2.9 Clearing drains

The reasonable costs to clear and repair drains, gutters and sewers **You** are responsible for at the **Insured Address**, following covered **Damage**.

1.2.10 Expediting costs

The reasonable costs incurred with **Our** prior agreement for temporary repairs to keep the **Buildings** secure.

1.2.11 Fly tipping

The reasonable costs incurred to remove and clean any property illegally left at or around the **Buildings** during the **Period of Insurance**.

1.2.12 Loss of metered water

The cost of any additional water charges incurred by **You** as a result of accidental loss of metered water from **Your** pipes or equipment during the **Period of Insurance**.

1.2.13 Unauthorised use of utilities

The cost of any charges for the unauthorised use of electricity, gas, oil or water at the **Insured Address** during the **Period of Insurance**, established by meter readings from the service provider.

1.2.14 Changing locks

The reasonable and necessary costs of replacing the locks for the **Insured Address** or any safe or strongroom at the **Insured Address**, following:

a. theft of such keys from the:

   i. **Buildings**; or

   ii. the residence of **You** or any **Employee** authorised by **You** to hold the keys; or

b. reasonable evidence that the keys have been duplicated by an unauthorised person,

during the **Period of Insurance**.

1.2.15 Removal of Debris

The reasonable and necessary costs incurred with **Our** prior agreement to:

a. remove debris of or from;

b. dismantle or demolish; and

c. shore up or prop,

any **Buildings** following **Damage** covered under this section of the **Policy**. This includes the debris of tenants' contents.

1.2.16 Professional fees

The reasonable and necessary fees of any:

a. architects, surveyors and consulting engineers; and

b. lawyers and other professionals,

incurred with **Our** prior agreement in the repair or reinstatement of any **Buildings** following **Damage** covered under this section of the **Policy**.

1.2.17 Sale of the Buildings

If **You** agree to sell **Your** interest in the **Buildings** during the **Period of Insurance**, **We** will extend the cover for **Damage** to **Buildings** to the purchaser if **Damage** occurs between exchange of contracts and completion. We will only provide this cover if no other insurance is in place in respect of such **Damage**.

1.2.18 Frustrated legal fees

The necessary legal costs wasted by **You** if the sale of any **Building** is cancelled due to covered **Damage**.

1.2.19 Glass breakage

Damage during the **Period of Insurance** to internal or external fixed glass, including by malicious scratching, which belongs to **You** or which **You** are responsible for at the **Insured Address**. **We** will also cover the cost of:

a. boarding up and repairing associated framework; and

b. removing or replacing fixtures and fittings, which may be necessary to replace the glass.

1.2.20 Insurance premiums

The reasonable and necessary cost of additional insurance premiums incurred solely as a result of covered **Damage**.

1.2.21 Minimising losses

The reasonable and necessary costs to:

a. prevent or minimise further **Damage**; and

b. prevent further **Damage** caused by the illegal deposit of combustible property at or near the **Insured Address**,

as a direct result of covered **Damage**.

1.2.22 Alterations, Improvements & Additions

We will provide cover for alterations, improvements and additions to the **Building(s)** during the **Period of Insurance**, provided:

- the value of such works does not exceed £25,000;
- the works are not structural;
- the **Building(s)** remains occupied.

1.2.23 Undamaged parts of Buildings

The reasonable and necessary costs of replacing or modifying non damaged parts of the **Building(s)** to ensure they are in keeping with the repairs, restoration or replacement to or of covered **Damage** to the **Building(s)**.

1.2.24 Vermin

The cost to remove vermin from the **Building** where **You** are required to do so during the **Period of Insurance** by the local authority.

1.2.25 Welfare concern

Damage caused during the **Period of Insurance** by the Police or people acting under their control to gain access to the **Buildings** as a result of their concern for the welfare of an occupier of the building.

1.2.26 Removing nests

The cost to remove wasps, bees and hornets nests from the **Building** which You first discover during the **Period of Insurance**.

1.2.27 Tree felling and lopping

The reasonable costs incurred by **You** to fell or lop trees at the **Insured Address** that pose an immediate threat to the safety of life or property, as a result of **Damage** occurring during the **Period of Insurance**.

1.2.28 Tree removal

The reasonable costs incurred by **You** to:

a. remove fallen trees and branches from the Insured Address,

b. replant replacement trees,

following covered **Damage**.

1.2.29 Accidental damage to underground services

Damage caused during the **Period of Insurance** by accident to **Underground Services**.

2. What is Not Covered

We will not cover:

2.1 Inherent Defects

Damage directly or indirectly caused by any item's own natural characteristic or hidden defect.

2.2 Gradual Causes

Damage directly or indirectly caused by gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, mould, fungus, mildew, mycotoxins, spores, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish;

2.3 Frost

Damage directly or indirectly caused by frost (other than **Damage** resulting from escape of water from fixed water or heating systems).

2.4 Atmospheric

Damage directly or indirectly caused by dampness, dryness and/or change in temperature.

2.5 Water Table

Damage directly or indirectly caused by change in the water table.

2.6 Faulty Design

Damage directly or indirectly caused by faulty design, specification, workmanship or materials.

2.7 Workmanship

Damage directly or indirectly caused by faulty or defective workmanship.

2.8 Operational Error

Damage directly or indirectly caused by operational error or omission by **You** or **Your Employee**.

2.9 Leaking Joints

Damage directly or indirectly caused by leaking of joints, failure of welds, cracking, fracturing, collapse or overheating of any boiler, economiser, superheater, pressure vessel or any connected steam or feed piping, unless where resulting from an external cause;

2.10 Surface Damage

Damage caused by marring or scratching.

2.11 Vermin

Damage caused by vermin or insects.

2.12 Mechanical or Electrical Breakdown

Breakdown of mechanical or electrical equipment unless **Damage** results from an Insured Peril.

2.13 Pollution

Pollution. However, **We** will still cover **Damage**:

a. caused by **Pollution**, which itself was caused by **Damage** covered under this section of the **Policy**; or

b. caused by a sudden, identifiable and unintended incident of **Pollution** occurring during the **Period of Insurance.**

2.14 External Subsidence

Damage directly or indirectly caused by subsidence, landslip, settlement or ground heave to:

a. yards, car parks, roads, pavements, forecourts driveways, footpaths, swimming pools, terraces or patios; or

b. walls, gates and fences,

unless **Damage** is also caused to the main **Building** to which such property relates.

2.15 Movement and erosion

Damage directly or indirectly caused by:

a. collapse, cracking, shrinking or settlement of any **Building**;

b. coastal or river erosion;

c. defective design or inadequate construction of foundations;

d. demolition, structural alteration, repair, or other deliberate changes that have been made to the **Building**;

e. settlement or movement of made-up ground;

f. movement of solid floor slabs; or

g. any cause which commenced before the start of the **Period of Insurance**.

2.16 Building collapse

Damage to any **Building** directly or indirectly caused by its own collapse or cracking with no external cause.

2.17 Terrorism

Damage directly or indirectly caused by **Terrorism**.

2.18 Piers & Jetties

Damage to piers, jetties, bridges, channels or excavations;

2.19 Living Items

Damage to growing stock or trees;

2.20 Building Works

Damage to any property or structure in the course of construction or erection, or to materials or supplies in connection with such property or structure.

However, **We** will still cover **Damage** caused by:

a) fire, lightning or explosion;

b) aircraft, aerial devices or anything dropped from them;

c) riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance;

d) anyone acting maliciously. This does not apply to thieves;

e) earthquake;

f) storm, flood or escape of water from any tank, apparatus or pipe;

g) impact from any motor vehicle or anything falling from them; or

h) animals; or

i) theft or attempted theft involving:

(i) breaking into or out of the **Buildings** or **Insured Address** using violent or forcible entry; or

(ii) actual or threatened violence against **You** or **Your** partner, director or **Employee**.

2.21 Land

Damage to land.

2.22 Property in the Open

Damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

2.23 Consequential Loss

Any indirect losses other than where specifically covered.

2.24 Extinguishment Expenses

Any costs or expenses under *Additional Covers, Fire Extinguishment* that are recoverable from the fire service or the maintenance company of the appliance; or related to any appliance that has not been maintained in accordance with the manufacturer's instructions.

2.25 Debris

Any costs or expenses under *Additional Covers, Removal of Debris:*

a. incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it; or

b. arising from **Pollution** of any property not covered under this section of the **Policy**.

2.26 Collusion

Damage directly or indirectly caused by theft or attempted theft by:

a. **You** or any of **Your** partners or directors;

b. an **Employee**, either as a principal or accessory; or

c. any member of **Your** family.

2.27 Fraud or Dishonesty

Damage arising from:

a. the fraud or dishonesty of **You** or an **Employee**;

b. the fraud or dishonesty of any person responsible for the **Buildings**; or

c. voluntarily parting with title or possession of the **Buildings** as a result of a fraudulent scheme, trick, device or false claim.

2.28 Excepted Property

Damage to or loss of money, cheques, Stamps including National Insurance stamps, bonds, credit cards, or securities of any description, jewellery, watches, articles of gold, silver or other precious metals, works of art, stamp, coin and medal collections, bullion, furs, curiosities, works of art, or rare books.

2.29 Wear and Tear

Damage caused by wear and tear, gradual deterioration, or lack of maintenance.

2.30 Deliberate Damage

Damage caused deliberately by **You** or any person acting on **Your** behalf.

2.31 Unoccupancy

Damage occurring while the **Insured Address** is **Unoccupied** for more than 30 consecutive days, unless otherwise agreed or endorsed.

3. Section Conditions

The following conditions apply to this section of the **Policy**, in addition to the *General Conditions*:

3.1 Explosion

You must ensure that any boiler, vessel, machinery or apparatus, or its contents, which requires an examination to comply with any law, is subject to a contract providing all required inspections.

3.2 Unoccupied Buildings

For any **Unoccupied Building** or **Unoccupied** part of any **Building**:

a. Let **Us** know as soon as possible if:

(i) any **Building** or part of any **Building** becomes **Unoccupied**; or

(ii) any **Unoccupied Building** or **Unoccupied** part of any **Building** becomes occupied;

Following notification, **We** may amend the terms, **Premium** or cancel the **Policy** where the amended risk no longer meets **Our** underwriting criteria;

b. Ensure the **Buildings** or part of the **Buildings** are inspected inside and outside at least once a week and a written record of the inspection is kept;

c. Ensure that all refuse, waste and combustible material is removed from the inside of the **Buildings** or part of the **Buildings** and any adjoining yards or space;

d. Secure the **Buildings** or part of the **Buildings** and put all security devices into effect;

e. Ensure gas and electricity supplies are turned off at the mains. This doesn't apply if required to maintain alarm systems;

f. Ensure the water supplies, including the sprinkler system, are drained down and isolated from the mains;

g. Seal the letterboxes;

h. Secure the final exit door with an appropriate mortice deadlock with 5 or more levers, which complies with BS3621 or EN1303, together with a matching metal box striking plate installed in accordance with manufacturer's recommendations;

i. Rectify any **Damage** immediately.

We do not cover **Damage** to any item in an **Unoccupied Building** or any **Unoccupied** part of a **Building**, except where the **Damage** is caused directly by fire, lightning, earthquake or impact by aircraft or other aerial devices.

Where **You** fail to comply with the **Unoccupancy** Conditions, **We** may reduce the amount **We** pay for a claim, or decline a claim, where **Your** failure increased the risk of the loss or **Damage** occurring or prejudiced **Our** position.

3.3 Contractors

Contractors may carry out repairs, minor additions, alterations or decorative works at the **Buildings** without affecting cover under this Section of the **Policy**.

We will not cover any loss arising directly or indirectly caused by building works where the total contract value exceeds £25,000.

3.4 Fire extinguishment

You must ensure that all fire extinguishing equipment is:

- maintained in efficient working order. **You** must agree any proposed changes, repairs or alterations to any sprinkler or alarm system with **Us**; and
- routinely tested and any defects are promptly rectified.

We do not cover any loss arising while **You** are not in full compliance with all of the conditions above. However, **We** will still cover **You** if **You** can prove that **Your** failure to comply could not have increased the risk of the loss arising.

3.5 Reinstatement

You must provide at **Your** expense all the plans, documents, books and information that may be required to reinstate the **Buildings**.

3.6 Water meters

You must ensure that:

a) all water meters are checked at least once a month;
b) a record of water meter readings is kept at least once a month; and
c) any unusual fluctuations in meter readings are reported to the water supplier as soon as possible.

3.7 Maintenance Condition

You must keep the **Buildings** in a good state of repair and take reasonable steps to prevent **Damage**.

3.8 Reasonable Precautions

You must take all reasonable precautions to prevent **Damage** and to minimise loss.

3.9 Security

You must ensure that all security protections at the **Insured Address** are maintained and in full working order.

4. Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

4.1 Maximum Payment

The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**.

For certain items, the most **We** will pay is limited to the amounts shown in the Schedule of Sub-limits. These sub-limits are included within the overall **Sum Insured** for **Buildings**.

4.2 Damage to Buildings

a. In the event of covered **Damage** to **Buildings**:

   i. for **Buildings** that have been destroyed, **We** will pay the value of the **Buildings** at the time of the **Damage**; or

   ii. for **Buildings** that have been partially **Damaged**, **We** will pay the cost of repairing the **Buildings** to the same condition they were in immediately before the **Damage**, but **We** will not pay more than **We** would have paid if they had been destroyed.

b. **You** must ensure that all repair and rebuilding works are commenced promptly and proceed without delay. **We** will not cover any loss or additional costs arising as a result of any failure to do so.

4.3 Obsolete Materials

When replacing **Damaged Buildings**, **We** will pay the additional costs **You** incur to use more modern materials, provided the original materials were appropriate at the time they were used. Where **We** do this, **We** will not make any reduction for betterment. **We** will not pay more than 10% of the **Sum Insured** in total for such materials.

4.4 Involuntary Betterment

If new materials, fixtures, fittings or items of a similar kind to the **Damaged Buildings** are not available, **We** will replace them with materials, fixtures, fittings or items which are as similar as reasonably possible to those originally installed.

Where this results in an improvement in specification or performance, **We** will not reduce the amount **We** pay for betterment, provided the value of the improvement does not exceed 15% of the cost of replacing the **Damaged Buildings**.

4.5 Incompatibility

Where any replacement **Property** is incompatible with existing undamaged **Property**, **We** will cover the reasonable and necessary costs of replacing or adapting undamaged **Property** solely to achieve operational compatibility.

The most **We** will pay is £25,000 in total during any one **Period of Insurance**.

4.6 Reinstatement to Match

Following **Damage**, **We** will pay to replace or modify any non-damaged parts of the **Buildings** that form part of a common design, suite or function, where **Damage** is only suffered to a specific part or area. **We** will not pay more than 10% of the **Sum Insured** in total for any such costs.

4.7 Public Authority Requirements

In the event of covered **Damage** to **Buildings**, **We** will also pay additional costs incurred solely to comply with any law, regulation or requirement of any public authority. However, **We** do not cover:

a. such costs relating to any **Damage** not covered by this section of the **Policy**;

b. costs where notice of the requirement was served on **You** before the **Damage** occurred;

c. costs where an existing requirement must be completed within a stipulated period;

d. costs relating to any part of the **Buildings** that have not suffered **Damage**, other than foundations; or

e. any charge or assessment arising from any increase in the **Building's** value as a result of complying with the requirements.

The most **We** will pay for such additional costs is 15% of the **Sum Insured**.

4.8 Loss of Market Value

a. If **You** decide not to repair or rebuild the **Buildings**, **We** will pay **You** the reduction in freehold or leasehold value of the **Buildings** caused solely by the covered **Damage**. **We** will not pay more than the amount **We** would have paid to repair or replace the **Buildings**.

b. If **You** have to rebuild the **Buildings** in a different location to comply with any law, regulation or requirement of any public authority, **We** will pay **You** the reduction in freehold or leasehold value of the **Buildings** caused solely by **You** having to comply with those requirements. **We** will not pay more, including any amounts **We** pay for repairs or rebuilding, than the amount **We** would have paid to repair or replace the **Buildings**.

4.9 Sprinkler Upgrade Costs

Following covered **Damage** to the **Buildings**, **We** will pay the additional costs incurred to upgrade the sprinkler system to meet current Loss Prevention Council (LPC) Rules. **We** will only do this if the existing system conformed to LPC rules at the date of installation and there is an up to date service record.

4.10 Rebuilding to Your Requirements

If the **Buildings** are destroyed, **You** may rebuild them on another site and in any manner suitable to **Your** needs, provided that **We** will not pay more than **We** would have paid if **You** rebuild them as built and on the original site.

4.11 Underinsurance

If at the time of **Damage** the **Sum Insured** is less than the cost to rebuild the **Buildings**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of rebuilding. We will apply the following calculation:

Sum Insured / total cost of rebuilding x amount of the loss

This does not apply if:

a. the total cost of rebuilding is less than 115% of the **Sum Insured**; or

b. **You** have a valuation from the 3 years preceding the **Damage** from an RICS registered surveyor, which has been updated annually, which confirms the rebuilding cost to be less than or equal to the **Sum Insured**.

4.12 VAT

We will pay any liability **You** have for value added tax that **You** cannot recover and which arises as a resulted of any reinstatement or repair works under the **Policy**. **We** do not cover any liability:

a) arising as a result of the replacement **Building** having a larger floor area than the original;

b) arising as a result of the replacement **Building** being built in a different location;

c) for penalties or interest for late payment; or

d) where **You** have failed to take reasonable precautions to insure adequately for any VAT liability.

4.13 Excess

We will not cover the amount of the **Excess**.

4.14 Reinstatement of Sum Insured

After any item covered under this section of the **Policy** has been repaired, replaced or rebuilt, **We** will automatically reinstate the corresponding **Sum Insured**.

We may require **You** to pay an additional premium and implement any reasonable risk improvements or protections **We** reasonably require in relation to the **Buildings** or **Insured Address**.

4.15 Other Interests

When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Damaged Building**.

4.16 Waiver of Recovery Rights

If **We** make a payment under this section, **We** will not seek a recovery against any company that is:

a) **Your** parent or subsidiary; or

b) a subsidiary of a parent company of which **You** are a subsidiary,

within the meaning of the relevant Companies Act in force at the time of **Damage**.

4.17 72 Hour Clause

All storms, floods, escapes of water or oil or escape of water from a sprinkler system occurring within any 72 hour period will be considered as one loss. **You** will only be required to pay one excess.

4.18 Connected Claims

All claims and losses arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:

a. We will only pay one **Sum Insured**; and

b. **You** will only pay one **Excess**,

in respect of all such claims and losses.

Section B: Landlord's Contents

1. What Is Covered

We provide the following cover up to the corresponding **Sum Insured**.

1.1 Damage to Landlord's Contents

We will cover **You** for **Damage** occurring during the **Period of Insurance** to **Landlord's Contents** whilst at the **Insured Address** caused by the following perils:

1. Fire, lightning, explosion or earthquake.
2. Impact by:
    a) Aircraft or other aerial devices or articles dropped therefrom, including sonic bangs;
    b) vehicle and trains;
    c) animals;
    d) falling trees or branches; and
    e) falling aerials, masts or satellite dishes.
3. Storm, tempest or flood.
4. Water leaks, including caused by freezing or forcible and violent bursting, from any tank, apparatus, pipe or fixed pipe.
5. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
6. Oil leaking from any fixed heating installation.
7. Theft or attempted theft.
8. Subsidence, landslip, settlement or ground heave.
9. Accidental damage, meaning unintended and unforeseen accidental events. **We** only provide this cover where the **Schedule** shows **You** are covered for *Landlord's Contents Accidental Damage*.

1.2 Additional Covers

We will also provide the additional covers shown below, up to the corresponding **Sum Insured**.

We will cover:

1.2.1 Fire Extinguishment

The reasonable and necessary costs of refilling, recharging or replacing any:

a) fire extinguishing appliances;

b) fire suppression systems; or

c) sprinkler installation heads or tanks, where water costs are metered,

following **Damage** covered under this Section of the **Policy**.

1.2.2 Professional Fees

The reasonable and necessary fees of any:

- architects, surveyors and consulting engineers;
- lawyers and other professionals,

incurred with **Our** prior agreement in the repair or replacement of any **Landlord's Contents** following **Damage** covered under this Section of the **Policy**.

1.2.3 Temporary Removal of Contents Away from the Insured Address

Damage occurring during the **Period of Insurance** to **Landlord's Contents** whilst temporarily away from the **Insured Address** for the purposes of cleaning, renovation, repair or similar purposes.

This additional cover does not apply to documents or computer system records.

1.2.4 Alternative Residential Accommodation

The costs for reasonable alternative accommodation for:

a) **Your** tenants; and

b) temporary storage of **Your** tenants' furniture,

while the residential part of the **Buildings** cannot be used or accessed as a result of covered **Damage**.

1.2.5 Documents and Computer Records Away from the Insured Address

Damage occurring during the **Period of Insurance** to **Your** documents and computer system records whilst temporarily at premises within the **Territorial Limits** that are not occupied by **You**.

1.2.6 Minimising Losses

The reasonable and necessary costs to prevent or minimise further **Damage** as a direct result of covered **Damage**.

2. What We Do Not Cover

The following exclusions apply to this Section of the **Policy**, in addition to the General Exclusions.

We will not cover:

2.1 Inherent Defects

Damage directly or indirectly caused by any item's own natural characteristic or hidden defect.

2.2 Gradual Causes

Damage directly or indirectly caused by gradual deterioration, wear and tear, corrosion, rust, wet or dry rot, mould, fungus, mildew, mycotoxins, spores, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish;

2.3 Frost

Damage directly or indirectly caused by frost.

2.4 Atmospheric

Damage directly or indirectly caused by dampness, dryness and/or change in temperature.

2.5 Water Table

Damage directly or indirectly caused by change in the water table.

2.6 Faulty Design

Damage directly or indirectly caused by faulty design, specification, workmanship or materials.

2.7 Workmanship

Damage directly or indirectly caused by faulty or defective workmanship.

2.8 Operational Error

Damage directly or indirectly caused by operational error or omission by **You** or **Your Employee**.

2.9 Boiler Breakdown

The bursting by steam pressure of any boiler, economiser, vessel, machine or apparatus:

a) in which internal pressure is due to steam only; and

b) which belong to **You** or which is under **Your** control.

However, **We** will still cover boilers used for domestic purposes only.

2.10 Leaking Joints

Damage directly or indirectly caused by leaking of joints, failure of welds, cracking, fracturing, collapse or overheating of any boiler, economiser, superheater, pressure vessel or any connected steam or feed piping, unless where resulting from an external cause;

2.11 Surface Damage

Damage caused by marring or scratching.

2.12 Vermin

Damage caused by vermin or insects.

2.13 Mechanical or Electrical Breakdown

Breakdown of mechanical or electrical equipment unless **Damage** results from an Insured Peril.

2.14 Cleaning

The process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparing or fitting.

2.15 Theft

Damage directly or indirectly caused by theft or attempted theft:

a) not involving:

  a. breaking into or out of the **Buildings** or **Insured Address** using violent or forcible entry; or

  b. robbery or attempted robbery in the **Insured Address**;

b) to property in any outbuilding or in the open, including in any garden, yard, open-sided **Building** or open space, unless specified in the **Schedule**; or

c) of money, jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.

2.16 Pollution

Pollution. However, **We** will still cover **Damage**:

a. caused by **Pollution**, which itself was caused by **Damage** covered under this section of the **Policy**; or

b. caused by a sudden, identifiable and unintended incident of **Pollution** occurring during the **Period of Insurance.**

2.17 Shortage

Loss caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information.

2.18 Terrorism

Damage directly or indirectly caused by **Terrorism**.

2.19 Moveable Property

Damage to:

a. fences or gates; or

b. any item whilst in transit.

However, **We** will still provide cover under:

(i) *Additional Covers, Landlord's Contents* away from the **Insured Address**; or

(ii) *Additional Covers, Documents* and computer records away from the **Insured Address**.

2.20 Vehicles

Damage to any motor vehicle designed or licensed for road use, including its accessories and trailers, caravans, locomotives, rolling stock, watercraft or aircraft, including drones;

2.21 Piers & Jetties

Damage to piers, jetties, bridges, channels or excavations; or

2.22 Living Items

Damage to livestock, growing stock or trees.

2.23 Documents And Computer System Records

Damage to:

a) documents, records or files; or

b) electronic data, computer records or digital media.

However, **We** will pay the reasonable costs of replacing or restoring the physical documents or records themselves, but not the value of the information contained within them.

2.24 Consequential Loss

Any indirect losses, other than where specifically covered.

2.25 Extinguishment Expenses

Any costs or expenses under *Additional Cover, Fire Extinguishment* that:

a) are recoverable from the fire service or the maintenance company of the appliance; or

b) relate to any appliance that has not been maintained in accordance with the manufacturer's instructions.

2.26 Debris

Any costs or expenses under *Additional Cover, Removal of Debris*:

a) incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it; or

b) arising from **Pollution** of any property not covered under this section of the **Policy**.

2.27 Glass

Damage to any glass:

a) that was already cracked or scratched; or

b) arising:

(i) from repairs or alterations to the **Insured Address**;

(ii) while the **Insured Address** are vacant or **Unoccupied**; or

(iii) as a result of fire, lightning, explosion or earthquake.

2.28 Virus or Hacking to Computers

Damage directly or indirectly caused by **Virus** or hacking to any computer or other item that processes, stores, transmits or retrieves data.

2.29 Excepted Property

Damage to or loss of money, cheques, Stamps including National Insurance stamps, bonds, credit cards, or securities of any description, jewellery, watches, articles of gold, silver or other precious metals, works of art, stamp, coin and medal collections, bullion, furs, curiosities, works of art, or rare books.

2.30 Unattended Vehicles

Damage to any item whilst in an **Unattended Vehicle** unless every window, door, roof and windscreen is securely closed, locked and properly fastened.

2.31 Art

Damage to pieces of art or curiosities.

2.32 Collusion

Damage directly or indirectly caused by theft or attempted theft by:

a) **You** or any of **Your** partners or directors;

b) an **Employee**, either as a principal or accessory; or

c) any member of **Your** family.

2.33 Fraud or dishonesty

Damage arising from:

a) the fraud or dishonesty of **You** or an **Employee**;

b) the fraud or dishonesty of any person responsible for the **Buildings**; or

c) voluntarily parting with title or possession of the **Buildings** as a result of a fraudulent scheme, trick, device or false claim.

3. Section Conditions

The following conditions apply to this section of the **Policy**, in addition to the *General Conditions*.

3.1 Fire Doors

You must:

a. Maintain all firebreak doors and shutters in working order and keep them free from obstruction;

b. Close all firebreak doors and shutters whenever the **Building** is closed for business; and

c. Have all fire extinguishing appliances serviced and maintained under an annual service contract by suppliers who have been approved by the manufacturer.

3.2 Sprinklers and Fire Alarms

Where **You** have told **Us** that the **Buildings** benefit from any automatic sprinkler or fire alarm installation, **You** must take reasonable steps to:

a) prevent **Damage** to the installations by frost;

b) maintain the installations;

c) maintain ready access to the water supply control facilities;

d) allow **Us** to inspect the installations at reasonable times; and

e) carry out any routine tests **We** required and promptly remedy any defect identified by such test.

You must let **Us** know in writing if **You** propose to make any changes, repairs or alterations to such installations and obtain **Our** agreement before carrying out any work. If **You** have to undertake such works in an emergency and can't ask for **Our** agreement, **You** must let **Us** know about the change, repair or alteration as soon as possible.

3.3 Removing Keys

You must remove all keys for:

a) the **Buildings** at the **Insured Address**; and

b) any safe or strongroom at the **Insured Address**,

whenever the **Insured Address** is closed for business and are unattended.

3.4 Unoccupied Buildings

For any **Unoccupied Building** or **Unoccupied** part of any **Building**:

a. Let **Us** know as soon as possible if:

   (iii) any **Building** or part of any **Building** becomes **Unoccupied**; or

   (iv) any **Unoccupied Building** or **Unoccupied** part of any **Building** becomes occupied;

   Following notification, **We** may amend the terms, **Premium** or cancel the **Policy** where the amended risk no longer meets **Our** underwriting criteria;

b. Ensure the **Buildings** or part of the **Buildings** are inspected inside and outside at least once a week and a written record of the inspection is kept;

c. Ensure that all refuse, waste and combustible material is removed from the inside of the **Buildings** or part of the **Buildings** and any adjoining yards or space;

d. Secure the **Buildings** or part of the **Buildings** and put all security devices into effect;

e. Ensure gas and electricity supplies are turned off at the mains. This doesn't apply if required to maintain alarm systems;

f. Ensure the water supplies, including the sprinkler system, are drained down and isolated from the mains;

g. Seal the letterboxes;

h. Secure the final exit door with an appropriate mortice deadlock with 5 or more levers, which complies with BS3621 or EN1303, together with a matching metal box striking plate installed in accordance with manufacturer's recommendations;

i. Rectify any **Damage** immediately.

We do not cover **Damage** to any item in an **Unoccupied Building** or any **Unoccupied** part of a **Building**, except where the **Damage** is caused directly by fire, lightning, earthquake or impact by aircraft or other aerial devices.

Where **You** fail to comply with the **Unoccupancy** Conditions, **We** may reduce the amount **We** pay for a claim, or decline a claim, where **Your** failure increased the risk of the loss or **Damage** occurring or prejudiced **Our** position.

3.5 Contractors

Contractors may carry out repairs, minor additions, alterations or decorative works at the **Buildings** without affecting cover under this Section of the **Policy**.

We will not cover any loss arising directly or indirectly caused by building works where the total contract value exceeds £25,000.

4. Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

4.1 Maximum Payment

The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**.

For certain items, the most **We** will pay is limited to the amounts shown in the Schedule of Sub-limits. These sub-limits are included within the overall **Sum Insured** for **Landlord's Contents**.

4.2 Damage to Landlord's Contents

In the event of covered **Damage** to **Landlord's Contents** which have been:

a) entirely lost or destroyed, **We** will pay the cost of replacing the item; or

b) partially **Damaged**, **We** will pay the cost of repairing the item, but **We** will not pay more than **We** would have paid if the item had been entirely lost or destroyed.

4.3 Underinsurance

If at the time of **Damage** the **Sum Insured** is less than the cost to rebuild the **Landlord's Contents**, **We** will reduce the amount **We** pay in proportion to the difference between the **Sum Insured** and the true cost of replacement. **We** will apply the following calculation:

Sum Insured / total cost of replacement x amount of the loss

4.4 Excess

We will not cover the amount of the **Excess**.

4.5 Reinstatement of Sum Insured

After any item covered under this section of the **Policy** has been repaired or replaced, **We** will automatically reinstate the corresponding **Sum Insured**. **We** may require **You** to pay an additional premium and make additions or variations to any protections in place in respect of such items.

4.6 Other interests

When paying a claim, **We** will take into account the interests of anyone who **You** have declared to **Us** as having a legal interest in the **Damaged** property.

4.7 Waiver of recovery rights

If **We** make a payment under this section, **We** will not seek a recovery against any company that is:

c) **Your** parent or subsidiary; or

d) a subsidiary of a parent company of which **You** are a subsidiary,

within the meaning of the relevant Companies Act in force at the time of **Damage**.

4.8 Connected Claims

All claims and losses arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:

c. **We** will only pay one **Sum Insured**; and

d. **You** will only pay one **Excess**,

in respect of all such claims and losses.

Section C: Loss of Rent

1. What is Covered

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Sum Insured**.

1.1 Loss of Rental Income

We will cover **Your** loss of **Rental Income**, which is caused by:

1.1.1. Insured damage

Damage occurring during the **Period of Insurance** to **Buildings**:

a) which are covered by any policy of insurance and the insurer has either:

   (i) made a payment in respect of; or

   (ii) agreed to cover,

   such **Damage**; or

b) which would be covered by a policy of insurance but for the operation of an excess, deductible or similar minimum claim value under such policy.

1.2 Additional Covers

We will also provide the following cover up to the corresponding **Sum Insured**:

1.2.1 Denial of Access

We will cover **Your** loss of **Rental Income** during the **Indemnity Period** where access to the **Insured Address** is prevented or hindered as a direct result of **Damage** caused by an insured peril occurring at premises within 1 mile of the **Insured Address** during the **Period of Insurance**.

1.2.2 Bomb Scare and Unlawful Occupation

We will cover **Your** loss of **Rental Income** during the **Indemnity Period** where access to the **Insured Address** is prevented by:

a) the actions or instructions of the Police or other competent authority following the actual discovery of an incendiary or explosive device at the **Insured Address** or within 1 mile of it; or

b) unlawful occupation of the **Insured Address** by persons not lawfully entitled to occupy it.

1.2.3 Utility failure

Failure during the **Period of Insurance** to the public supply of electricity, gas, water, or telecommunications to the terminal ends of the supplier's feed to the **Premises** caused by **Damage** and which lasts for at least:

a) 6 consecutive hours for electricity, water or gas; or

b) 24 consecutive hours for telecommunications.

1.2.4 Murder and suicide

We will cover **Your** loss of **Rental Income**, which is caused by:

a) a murder or suicide at the **Premises**;

b) injury or illness to anyone caused by poisoning as a result of the consumption of food or drink provided at the **Premises**;

c) vermin at the **Premises**, which results in a public authority ordering them not to be used; or

d) an order from a public authority to close the **Premises** as a result of a defect in its drains or sanitary arrangements.

1.2.5 Advance rental income

Where **We** cover new property developments or properties that are being redeveloped, **We** will cover loss of **Rental Income** under this section. We will only do this if **You** can show that the **Rental Income** would have been earned if the **Damage** had not occurred, and the date from which such income would have been earned. When making a payment under this cover, **We** will consider:

a) any negotiations with prospective tenants;

b) the demand for similar accommodation in the area;

c) the general level of rents.

We may appoint a suitable professional valuer, to be agreed between **Us** and **You** to advise on these issues. The fees of such expert will be included in the **Sum Insured**.

1.2.6 Buildings awaiting sale

If at the time of **Damage**, **You** had agreed to sell **Your** interest in the **Insured Address** or had accepted a written offer to purchase it, and the sale is cancelled or delayed solely due to the **Damage**, **You** can choose whether **We** pay:

a) the actual reduction in **Rental Income** between the date of **Damage** and the date the sale would have happened;

b) during the period between the date when the sale would have happened and the date it eventually sells, **Your** loss of interest. This will be calculated as:

(i) the interest incurred on any capital borrowed solely to offset the lost same proceeds; and

(ii) the investment interest **You** have lost on the balance of the sale proceeds, after deducting any alterations borrowed under (i) above,

less any **Rental Income** received; or

c) **Your** additional expenditure. This will be calculated as:

(i) the reasonable and necessary expenditure incurred as a result of **Damage** solely to avoid or minimise the loss payable under a) or b) above, but no more than the amount of the loss saved; and

(ii) the additional legal fees and other expenses necessarily incurred solely as a result of the cancellation or delay cause by the **Damage**, up to a maximum of £50,000.

1.2.7 Investment Income

Where **We** cover loss of **Rental Income** and the date **You** receive payment from **Us** is later than the date **You** would normally have expected to receive the rent from **Your** tenant, **We** will also pay the amount of investment income **You** have lost during the delay.

1.2.8 Payment of Rates

Where **We** cover loss of **Rental Income**, **We** will also pay the cost of local authority rates on any empty **Buildings**, provided that:

a) the costs are solely incurred as a result of the tenant being able to frustrate the lease as a result of covered **Damage**; and

b) **We** will not cover any part of the **Insured Address** which were not tenanted at the time of the **Damage**. However, **We** will still cover **You** if a tenancy agreement had been signed in the 3 months immediately preceding the **Damage** and the agreement is cancelled as a result.

10.1 Rent Abatement

Where **We** cover loss of **Rental Income** following **Damage**, if a pre-existing clause in the lease allows the tenant to stop paying rent solely as a result of the **Damage**, **We** will cover the loss of rent until the date the tenant is required to pay rent again.

1.2.9 Rent Free Period

If at the time of **Damage** the **Insured Address** are subject to a rent free period, **We** will adjust the **Indemnity Period** by adding the unexpired part of the rent free period to the **Indemnity Period**.

1.2.10 Contracting Purchasers

If **You** are selling the **Insured Address**, **We** will cover the buyer under this section from the time **You** exchange contracts to the time the sale is complete provided this will not increase the amount **We** will pay.

2. What is Not Covered

The following exclusions apply to this section of the **Policy**, in addition to the *General Exclusions*.

We do not cover any loss:

2.1 Failure of Supply

Due to failure to the public supply of:

a) electricity, gas, water, or telecommunications to the **Premises** directly or indirectly caused by:

(i) the deliberate decision of a supply authority to withhold or restrict the supply, other than where it does so to reduce the impact of **Damage**;

(ii) drought, atmospheric conditions or weather, unless the supply equipment is **Damaged**; or

b) telecommunications directly or indirectly caused by the failure of any satellite to transmit.

2.2 Moveable Property

Due to **Damage** to:

a)

(i) any item in the open; or

(ii) fences or gates,

b) any item whilst in transit.

2.3 Utilities Denial of Access

We will cover **Your** loss of **Rental Income** during the **Indemnity Period** resulting from interruption of electricity, gas, water or telecommunications services to the **Insured Address** caused by **Damage** from an insured peril occurring during the **Period of Insurance** to utility service infrastructure within 1 mile of the **Insured Address**.

2.4 Fraud or Dishonesty

Due to fraud or dishonesty. However, this does not apply to loss due to covered **Damage** caused by theft, attempted theft or malicious persons.

2.5 Shortage

Caused by inventory loss or unexplained shortage, disappearance, misfiling or misplacing information.

2.6 Bomb Scare

Under *What is Covered, Bomb Scare* and unlawful occupation, any:

a) interruption to the tenancies or services provided at the **Insured Address** that lasts less than 48 hours;

b) period other than the period when access to the **Insured Address** is hindered or prevented;

c) eviction costs;

d) loss suffered more than 3 months after the start of the incident.

2.7 Murder and Suicide

Under *What is Covered, Loss of Rental Income, Murder and suicide,* any loss suffered more than 3 months after the start of the incident.

2.8 Payment of Rates

Under *What is Covered, Loss of Rental Income, Payment of Rates,* if the **Insured Address** are unfit for occupation as a result of an act or omission by **You** or someone on **Your** behalf and the rating officer reinstates the **Insured Address** on the rating list.

2.9 Computer Systems

Due to erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software, caused deliberately by:

a) anyone participating in a riot;

b) strikers, locked-out workers or anyone taking part in a labour disturbance or civil commotion; or

c) malicious persons.

2.10 Insolvency

If:

a) the **Premises** are repossessed or sold as a distressed sale; or

b) **Your** interest in the **Insured Address** comes to an end, other than as a result of **Your** death.

3. Section Conditions

The following conditions apply to this section of the **Policy**, in addition to the *General Conditions*:

3.1 Buildings Awaiting Sale

We will not make any payment under *Additional Covers, Buildings Awaiting Sale*, unless **You** have made all reasonable efforts to complete the sale of the **Insured Address** after **Damage**.

4. Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below:

4.1 Maximum Payment

The most **We** will pay for any claim is the corresponding **Sum Insured** shown on the **Schedule**.

The most **We** will pay for certain losses is limited as shown in the *Schedule of Sub Limits*. These sub-limits are included within the overall **Sum Insured**.

4.2 Rental Income

For lost **Rental Income**, **We** will pay the difference between the **Rental Income** during the **Indemnity Period** and the **Rental Income** during the equivalent period immediately before the interruption.

4.3 Savings

Any payment **We** make under this section will be reduced the amount of any saving **You** make due to the interruption.

4.4 Relocation of Tenants

If **You** relocate tenants to an empty **Building** of **Yours**, **We** will not reduce the amount **We** pay for loss of **Rental Income** if the **Building** to which **You** relocate the tenants is also covered under this section of the **Policy**.

4.5 Rental Trends

When calculating **Your** loss of **Rental Income**, **We** will make any necessary adjustments to take account of trends or other relevant circumstances affecting the **Insured Address** in order that the amount **We** pay is as close as possible to **Your** actual loss.

4.6 Alternative Trading

If alternative accommodation to the **Insured Address** is provided during the **Indemnity Period**, **We** will take into account the money payable for such accommodation when calculating the **Rental Income** during the **Indemnity Period**.

4.7 Rent Review

If the **Rental Income** increases during the **Period of Insurance** following a rent review or tenancy renewal, **We** will automatically increase the **Sum Insured** for **Rental Income** by up to 200% of the amount shown in the **Schedule**.

We will not charge an additional **Premium** for the increase during the **Period of Insurance**, provided **You** notify **Us** of the revised **Rental Income** before renewal of the **Policy**.

4.8 Professional Fees

The **Sum Insured** for **Rental Income** includes the reasonable fees incurred with **Our** prior agreement for **Your**:

a) accountant to provide information We require to support a claim under this section of the Policy; and

b) to determine **Your** contractual rights under any lease termination, rent cessor or break clause in **Your** lease.

We do not cover the costs of preparing a claim under this section of the **Policy**.

4.9 Underinsurance

If at the time of the interruption the **Annual Sum Insured** is less than the **Annual Rental Income**, **We** will reduce the amount **We** pay in proportion to the difference between the **Annual Sum Insured** and the **Annual Rental Income**. **We** will apply the following calculation:

Annual Sum Insured / **Annual Rental Income** x amount of the loss.

4.10 Reinstatement of the Sum Insured

After **We** have paid a loss under this Section of the **Policy**, **We** will automatically reinstate the corresponding **Sum Insured**.

We may require **You** to pay an additional premium and implement any reasonable risk improvements or protections **We** require in relation to the **Buildings** or **Insured Address**.

4.11 Waiver of Recovery Rights

Following a payment under this section, **We** will not exercise any right of recovery against any company which is:

a) **Your** parent or subsidiary; or

b) another subsidiary of **Your** parent company,

provided the loss did not arise from a malicious, fraudulent or criminal act or omission by the tenant and the where the tenant contributes to the cost of the insurance.

Section D: Property Owners Liability

This section of the **Policy** provides cover for claims against **You** arising from **Bodily Injury** or **Property Damage** to property belonging to others.

Cover under this section is provided on an 'occurrence' basis. This means it covers claims arising from incidents occurring during the **Period of Insurance**, regardless of when the claim is brought against **You**.

1. What is Covered

1.1 Public Liability

We will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for:

a) **Bodily Injury** to any person;

b) **Property Damage**;

c) obstruction, trespass or nuisance;

d) interference with any right of way, air or light; or

e) wrongful arrest, detention, imprisonment or eviction,

occurring or committed during the **Period of Insurance** within the **Territorial Limits** and in the course of **Your** renting ownership or renting out the **Insured Address**.

1.2 Additional Covers

We will also provide the additional covers shown below, up to the corresponding **Limit of Indemnity**.

1.2.1 Indemnity to Principals

At **Your** request, **We** will extend the cover under this section:

a) to any **Principal** of **Yours**;

b) for whom **You** are undertaking activities in relation to the **Insured Address**;

c) where **Your** contract with the **Principal** requires **You** to provide such cover; and

d) where the claim arises from carrying out **Your** business for the **Principal**.

However, **We** will only cover the **Principal** if they comply with the terms of the **Policy** as if they are **You**, including allowing **Us** to retain sole conduct and control of all covered claims.

1.2.2 Contingent Motor Liability

We will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for:

a) **Bodily Injury** to any person; or

b) **Property Damage**,

arising from the use of a motor vehicle, including any trailer attached to it, during the **Period of Insurance** within the United Kingdom and arising from the risks covered by this **Policy**.

However, this does not include cover:

1. arising from the use of a vehicle that is owned, loaned, leased, hired or rented to **You** or provided by **You**;
2. for liability arising from **Property Damage** to the vehicle itself or anything in or on the vehicle, including any trailer;
3. for liability arising from **Bodily Injury** or **Property Damage** arising while the vehicle is being driven:
   a) by **You**, other than by an **Employee**; or
   b) with the consent of **You** or **Your** representative by anyone who is not legally entitled to drive the vehicle; or
4. for any liability that is covered under any other insurance.

1.2.3 Defective Premises Act

We will cover **You** against compensation payable by **You** under the Defective Premises Act 1972, the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001 as a result of:

a) **Bodily Injury** to any person; or

b) **Property Damage**;

occurring during the **Period of Insurance** in connection with premises which have been sold, let or otherwise disposed of by **You** but which were occupied by **You** at the time of the **Bodily Injury** or **Property Damage**.

1.2.4 Employees' and Visitors Personal Belongings

1. **We** will cover **You** for accidental **Property Damage** to **Employees'** and visitors' vehicles and personal property which are in **Your** custody or control.

   However, this does not include cover for any vehicle or personal property that is:

   a) loaned, leased, hired or rented to **You**;

   b) stored for a fee or other consideration by **You**; or

c) in **Your** custody or control for the purposes of being worked on.

2. **We** will cover **You** against compensation payable by **You** as a result of a claim brought against **You** for **Bodily Injury** arising from **Your**:

    a) use, misuse or loss; or

    b) unauthorised disclosure,

    of personal data during the **Period of Insurance** within the **Territorial Limits** and arising from **Your** ownership or renting out of the **Insured Address**.

    However, this does not include cover for:

    i. the cost of reinstating, replacing, rectifying or deleting any personal data;

    ii. any refund of monies paid to any claimant; or

    iii. any costs covered under any legal expenses policy.

1.2.5 Hired or Rented premises

We will cover **You** for accidental **Damage** to premises, including any fixtures and fittings, which are hired, rented or loaned to **You** within the **Territorial Limits** in relation to **Your** ownership or renting out of the **Insured Address**.

However, this does not include cover for:

a) the first £250 **Defence Costs** in respect of **Damage**, other than by fire or explosion;

b) any liability imposed on **You** under the terms of any hiring or renting agreement; or

c) **Damage** caused by fire or any other peril for which insurance is required under the terms of any hiring or renting agreement.

1.2.6 Health and Safety and Manslaughter Defence Costs

We will cover **You** against **Defence Costs** for defending any criminal prosecution alleging:

a) breach of statutory duty, including any prosecution under:

    (i) Health and Safety at Work etc. Act 1974; or

    (ii) Health and Safety at Work (Northern Ireland) Order 1978,

b) manslaughter, corporate manslaughter or corporate homicide,

in relation to any incident that could result in a covered claim under this Section of the **Policy**.

We will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

1.2.7 Cross liabilities

Where more than one person or entity is covered under this Section, **We** will insure each as if a separate policy had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a claim.

1.2.8 Contractual Liability

We will pay for **Your** liability for **Bodily Injury** under any contract, provided that the control of any claim falls to **Us**.

However, this does not include cover for:

a) any contract for or including the carrying out of work outside of the **Territorial Limits**; or

b) claims arising from any work completed under contract by **You**, once this has been handed over to **Your** employer.

1.2.9 Personal Liability

If no other insurance is in force, **We** will extend the cover under this section to:

a) any director or **Employee** of **Yours** whilst:

b) performing their normal duties in connection with the **Insured Address**;

    (i) work is being carried out on behalf of a director or officer by an **Employee** with **Your** consent; or

    (ii) acting in a personal capacity during the course of a trip arranged in relation to the **Insured Address**;

c) the spouse, civil partner, domestic partner or any child accompanying a director or officer on a trip arranged in connection with **Your** ownership or renting out of the **Insured Address**; and

d) the personal representative of anyone in a) or b) above in the event of the death of that person, but in relation to a liability covered under this Section.

1.2.10 Legal costs

For any claim covered under this section, **We** will also pay:

a) **Your** liability for the claimant's legal costs and expenses; and

b) **Defence Costs**.

1.2.11 Court attendance costs

If **We** require any partner, principal or **Employee** of **Yours** to attend court as a witness in connection with a claim covered under this section, **We** will pay **You** £300 for each day they are required to attend.

1.2.12 Financial loss

Loss that **You** have caused to anyone who has a lease agreement with **You** in connection with the **Business** arising out of:

a) a defect or the unsuitability of the **Insured Address** which is first discovered during the **Period of Insurance** or

b) **Your** failure or partial failure to let the **Insured Address** or provide the agreed services during the **Period of Insurance**,

other than loss arising from **Bodily Injury**, **Personal Injury** or **Property Damage**.

1.2.13 Individual Owners

We will extend the cover under this section to any owner, tenant or lessee of the **Buildings** against legal liability in respect of which **You** would have been entitled to cover if the claim had been made against **You**.

2. What is Not Covered

The following exclusions apply to this section of the **Policy**, in addition to the *General Exclusions*.

We do not cover liability:

2.1 Products

Directly or indirectly due to any **Product**.

2.2 Employees

For **Bodily Injury** to any **Employee**.

2.3 Your Property

For **Property Damage** to any property:

a) belonging to **You**;

b) leased, hired or rented to **You**;

c) held in trust by **You** or which is in **Your** care, custody or control;

d) held in trust by or in the custody or control of any other party carrying out work on **Your** behalf; or

e) which must be insured under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any similar clause in any contract.

This does not apply to:

(i) vehicles or personal belongings of **Your Employees** or visitors whilst on **Your Insured Address**; or

(ii) premises **You** rent in respect of **Property Damage** that is not insured elsewhere and for which **You** are only liable under the terms of the lease or rental agreement.

2.4 Vehicles

Arising from the ownership, possession or use by **You**, or by anyone on **Your** behalf, of any:

a) aircraft, airborne device or hovercraft;

b) watercraft exceeding 8 metres in length; or

c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required under any legislation governing the use of the vehicle.

This does not apply to:

(i) cover provided under Add*itional Covers, Contingent Motor Liability*; or

(ii) the loading or unloading of any such vehicle, trailer or plant where cover is not provided by any other insurance.

2.5 Pollution

Arising from **Pollution** that is not caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

2.6 Defective Premises

1. For the costs of remedying or rectifying any actual or alleged defect in any premises sold, let or otherwise disposed of by **You**.

2. Under the Defective Premises Act 1972 for:

    a. **Bodily Injury** or **Property Damage** occurring before **You** disposed of the **Insured Address**; or

    b. any incident that is covered under any other insurance.

2.7 Advice

Directly or indirectly due to any advice, instruction, consultancy, design, specification, formula, inspection certificate or testing prepared or given by **You** for a fee.

2.8 Work offshore

Directly or indirectly due to any incident occurring while working on, in or travel to any offshore accommodation, exploration, drilling or production rig, platform or support vessel.

2.9 Deliberate acts

For any deliberate act or omission by **You**.

2.10 Libel and slander

Under *Additional Cover, Libel and Slander* arising from:

a) anything **You** knew about, or ought to have known about, before the start of the **Period of Insurance**; or

b) any statement made maliciously.

2.11 Defamation and Discrimination

Directly or indirectly due to any discrimination of any kind, false statement, libel or slander. This does not apply to the cover under *Additional Cover, Libel and Slander.*

2.12 Contractual Liability

Under any contract, unless liability would have arisen in the absence of the contract.

2.13 Fines and Penalties

For any:

a) Fines or penalties; or

b) Liquidated, punitive, aggravated, restitutionary, exemplary or multiplied damages.

2.14 Abuse

For **Abuse** to any person other than an **Employee**.

2.15 High Risk Work

Directly or indirectly due to work at, or in relation to:

a) Power stations or nuclear establishments;

b) Oil, gas or chemical refineries, bulk storage facilities or production premises;

c) Aircraft;

d) Watercraft;

e) Railways or airports;

f) Underground or underwater locations, piling work or water diversion;

g) The use of explosives;

h) Construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs;

i) The erection, maintenance or repair of buildings or structures more than 10 metres in height; or

j) Excavation work more than 1 metre in depth.

2.16 Dangerous Dogs

Directly or indirectly due to any specially controlled dog, as defined in the Dangerous Dogs Act 1991.

2.17 Outside Territorial Limits

Arising from an **Insured Address** outside England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

2.18 Property Being Worked On

For **Property Damage** to any property being worked on, cleaned or maintained, including any **Property Damage** to any part of the property as a result of any such work.

2.19 Mould and Fungus

For:

a) the costs of investigating or remedying; or

b) any claim brought against **You** for, mould, fungus, mildew, mycotoxins or spores.

2.20 Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"**Perfluoroalkyl or Polyfluoroalkyl Substances**" means any:

1) Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have

been partially or completely replaced by fluorine atoms, including but not limited to:

a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c) Perfluoropolyethers (PFPE);

d) Fluorotelomer-based substances; or

e) Side-chain fluorinated polymers; or

2) Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in 1) above.

3. Section Conditions

The following conditions apply to this Section of the **Policy**, in addition to the *General Conditions*:

3.1 Water Systems

If **You** are responsible for any water systems, water installations or cooling systems, **You** must undertake a written risk assessment and put controls in place to prevent the growth of biological agents.

We do not cover any claim, loss or liability arising while **You** are not in full compliance with this condition. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the claim or loss arising.

3.2 Suspension of cover

In respect of any cover under *Additional Covers, Health and Safety Defence Costs,* **We** may:

a) at any reasonable time inspect any property; and

b) in the event of any defect or danger being identified, give written notice to **You** that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

4. Claims settlement

In the event of a claim, the amount **We** pay will be calculated in accordance with the terms below.

4.1 Maximum Payment

The most **We** will pay for any claim is the corresponding **Limit of Indemnity** shown on the **Schedule**. This includes any amount payable for the claimant's legal costs and expenses.

For certain items, the most **We** will pay is limited to the amounts shown in the *Schedule of Sub-limits*. These sub-limits are included within the overall **Limit of Indemnity**.

4.2 Defence Costs

For covered claims against **You**, **We** will also pay **Defence Costs**. Unless stated otherwise below or in the **Schedule**, **We** will pay **Defence Costs** in addition to the **Limit of Indemnity**. If the claim is for more than the **Limit of Indemnity**, **We** will pay a corresponding proportion of the **Defence Costs**.

4.3 Connected claims

All claims arising from or connected with any one act, incident or event, or from the same source or original cause will be treated as one claim. This means:

a) **We** will only pay one **Limit of Indemnity**; and

b) **You** will only pay one **Excess**,

in respect of all such claims.

4.4 Paying the limit

At any time during a claim, **We** can pay **You**:

a) the **Limit of Indemnity**, or the remaining balance of that limit; or

b) any amount for which the claim can be settled.

4.5 Excess

We will not cover the amount of the **Excess**.

7. **Complaints** Procedure

Complaints & Enquiries

We are fully committed to giving **You** a first-class level of service. But if **You** ever feel like **We** have fallen short of the mark, please address **Your** concerns or complaints to:

Tide Insurance Services
The Featherstone Building
4th Floor
66 City Rd
London EC1Y 2AL
Email: complaints@tide.co

If **Your** complaint relates to an activity by **Us** (rather than **Tide**), then **Tide** will refer **Your** complaint to **Us**. If **We** or **Tide** have given **You Our** or **Tide's** final response but **You** are still unhappy, or more than 8 weeks have passed since **We** or **Tide** received **Your** original complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financialombudsman.org.uk

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the **Policy**, depending on the type of business and the **Circumstances** of the **Claim**. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the **Claim**. For other classes of insurance, the advising and arranging of insurance is covered for 90% of the **Claim**. There is no upper limit in either case.

You can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London, EC3A 7QU
enquiries@fscs.org.uk
0800 678 1100 or 020 7741 4100

www.fscs.org.uk