

residential property
secure
policy



Residential Property Secure Policy

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Residential Property Secure Policy

Policy Information

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements. If you have any queries please contact your Insurance Adviser or the Underwriters.

This Policy consists of

- a) the Introduction which explains the basis on which the cover is provided
- b) the Schedule which shows who is the Insured, the Business being covered and other Policy particulars such as the Period of Insurance (also included with the Schedule are details of which Sections are operative)
- c) the General Policy Definitions and Conditions which incorporate definitions and terms that apply to the whole Policy or more than one Section of it
- d) the Sections of the Policy which give details of the cover being provided
- e) General Policy Exclusions to cover applying to the whole Policy
- f) the Sections of the Policy which show details such as the property of occurrences covered, insured limits of liability and certain amounts for which the Insured may be responsible
- g) any Endorsement(s) which might apply to the Policy or individual Sections and which incorporate cover, amendments, extensions, limitations and such like.

Immediate notice should be given to the Underwriters of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after issue of the Policy will be confirmed by separate Endorsement(s) which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Complaints and Enquiries

Evolution Underwriting Ltd is dedicated to providing the highest possible level of customer satisfaction in all areas of its business. If, for any reason, You feel that Evolution Underwriting Ltd has fallen below those standards they should be notified so that service can be improved.

All complaints will be handled promptly and a policy of open communication will be adopted.

Any enquiry or complaint that You may have should in the first instance be directed through Your Insurance Adviser to the Chief Executive Officer at the Head Office of Evolution Underwriting Ltd.

If You are still unhappy with any issue connected with the handling of Your insurance policy or claim then You should direct Your enquiry to:

The Compliance Officer
ERGO Versicherung AG
Plantation Place
30 Fenchurch Street
London
EC3M 3AJ

Tel: 020 3003 7000
Fax: 020 3003 7010

The Financial Ombudsman Service (FOS)

If neither Evolution Underwriting Ltd nor ERGO Versicherung AG are able to resolve your complaint to Your satisfaction within eight weeks or if You remain dissatisfied following receipt of the final response letter You can ask the Financial Ombudsman Service (FOS) to formally review Your case. You must contact the FOS within six months of the final response.

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Authority (FSA)

The FSA register can be checked by visiting their website on www.fsa.gov.uk or by calling 0845 606 1234.

Financial Services Compensation Scheme

ERGO Versicherung AG is covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG cannot meet its obligations. Further details can be obtained from Financial Services Compensation Scheme.

7th Floor, Lloyds Chambers
Portsoken Street
London
E1 8BN

Tel: 020 7892 7300
Fax: 020 7892 7301
www.fscs.org.uk

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

Introduction

Each Section of this Policy the Schedule and any Endorsement(s) together with this Introduction and the General Policy Definitions Exclusions and Conditions shall be read as one document.

Any word or expression given a specific meaning in

- 1) the Schedule any Policy Endorsement(s) or this Introduction and the General Policy Definitions Exclusions and Conditions shall have the same meaning throughout the Policy unless specified otherwise.
- 2) an individual Section or any Section Endorsement(s) shall have only the same meaning throughout such Section or Endorsement(s).

This is to certify that in consideration of the payment of the premium and in accordance with the authorisation granted by contract to Evolution Underwriting Ltd by ERGO Versicherung AG the Underwriters are bound to indemnify the Insured within the terms Exclusions and Conditions of this Policy against the loss damage or liability set out in the Sections operative and occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Underwriters agree to accept payment or premium.

You and We are free to choose the law applicable to the Policy. As We are based in England We propose to apply the laws of England and Wales and by purchasing this Policy You have agreed to this.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

How We Will Use Your Data

We hold Your personal data in accordance with the Data Protection Act 1998. The information supplied to Us by You may be held on computer and passed to others for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this Policy.

Policy Administration

In order to administer Your insurance Policy and any claims made under this Policy We may share personal data provided to Us with other companies within the ERGO Versicherung AG Group and with business partners including overseas companies. If We do transfer Your personal data or where Evolution Underwriting Ltd propose a change of underwriter We make sure that it appropriately protected.

Claims History

Under the conditions of this policy You must tell Us about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When You tell Us about an incident We will pass information relating to it to the relevant database. We may search these databases when You apply for insurance in the event of any incident or claim or at time of renewal to validate Your claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time

- a) share information about You with other organisations including the police
- b) undertake credit searches
- c) check and share Your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries

- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact Us if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and Use from other countries the information recorded by fraud prevention agencies.

General Policy Definitions

(applicable to the whole Policy wherever these words appear starting with a capital letter except where indicated otherwise)

- 1) **Block of Flats** shall mean the building(s) of the Block(s) of Flats shown in the schedule including domestic outbuildings greenhouses landlords fixtures and fittings swimming pools and tennis courts squash courts walls gates fences hedges paved terraces patios paths and drives all on the same premises and in addition any private garages owned and used in connection with the Block of Flats Unless shown differently in the schedule the Flats are of Standard Construction
- 2) **Business** shall mean owners of and/or the organisation and management of the Block of Flats or the Private Dwelling House
- 3) **Contents of Communal Parts** shall mean furniture and all other property belonging to You or for which You are responsible in or on the stairs halls and other communal parts of the Block of Flats but not the contents of individual Flats themselves
- 4) **Damage** shall mean loss destruction or damage
- 5) **Private Dwelling House** shall mean a building shown on the schedule occupied solely as a private residential dwelling including domestic outbuildings greenhouses landlords fixtures and fittings swimming pools and tennis courts squash courts walls gates fences hedges paved terraces patios paths and drives all on the same premises and in addition any private garage(s) owned and used in connection therewith

Unless shown differently in the Schedule the Private Dwelling House is of Standard Construction
- 6) **Employee** shall mean
 - a) Any person under a contract of service or apprenticeship with You
 - b) Any person who is hired to or borrowed by You
 - c) Any person engaged in connection with a work experience or training scheme
 - d) Any labour master or person supplied by him
 - e) Labour only sub-contractors and persons engaged by them
 - f) Any self-employed person working on a labour only basis under Your control/supervision
 - g) Any voluntary helper
 while working for You in connection with the Business
- 7) **Flat** shall mean a self contained unit of residential accommodation forming part of the Block of Flats
- 8) **Injury** shall mean bodily injury death disease illness or nervous shock
- 9) **Money** shall mean cash bank or currency notes cheques personal bank cash guarantee and credit cards postal orders postage stamps which are not part of a collection trading stamps Premium Bonds National Savings stamps or certificates luncheon vouchers record book or similar tokens
- 10) **Offshore** shall mean from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from any conveyance onto land upon return from any offshore rig or any offshore platform
- 11) **Proposal** shall mean the Proposal Form/Statement of Fact You have completed and any other information given to Us by You or on Your behalf

This is the basis of the contract between You and Us
- 12) **Resident** shall mean the owner lessee or tenant of any Flat or Private Dwelling House and any member of his/her family permanently residing with him/her
- 13) **Standard Construction** shall mean mainly brick stone or concrete built and mainly roofed with slates tiles metal asbestos asphalt or concrete
- 14) **Non Standard Construction** shall mean constructed of materials other than those detailed in the definition Standard Construction

15) Sum Insured shall mean the amount of cover which represents

In respect of Section 1 - the full cost of rebuilding the Block of Flats or Private Dwelling House in the same form style and condition as new plus a reasonable amount for architects surveyors and legal fees debris removal costs and other costs to comply with government or local authority requirements

It should be noted that the rebuilding cost in areas of high property values may be different from the market value

In respect of Section 2 - the full cost of replacement as new of the Contents of Communal Parts

16) Territorial Limits shall mean Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore

17) Company/Our/Us/We/the Underwriters shall mean ERGO Versicherung AG

18) You/Your shall mean the person people or manager on behalf of the individual owners shown in the schedule as the Insured

General Policy Conditions

(applicable to the whole Policy except where indicated otherwise)

1) Policy Terms

You and everyone else insured under this Policy agree to the terms of this Policy in respect of anything that should or should not be done and the statements made and the answers in the Proposal/Statement of Fact are true and complete

If You break this Condition We may refuse to meet any claim

2) Precautions

You will be required to take all reasonable precautions to prevent a claim and must keep all the Property Insured in good condition and repair

3) Cancellation

Statutory Cancellation Rights

You may cancel this Policy during the 14 days from receipt of the policy documents (new business) or the renewal date by giving notice in writing during this period to Your Insurance Adviser at the address shown in their correspondence or to the Evolution Underwriting Ltd address shown on Your Policy Schedule

There is no refund of premium in the event of a total loss claim However in all other cases We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You

In the event of a total loss if You are paying by instalments You will either have to continue with the installment payments until the policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment made

Cancellation Outside The Statutory Period Your Rights

You may cancel this Policy at any time by providing prior written notice to Your Insurance Adviser at the address shown in their correspondence or to the Evolution Underwriting Ltd address shown on Your Policy Schedule

Provided that there have been

- a) no claims made under the Policy for which We have made a payment
- b) no claim made under the Policy which is still under consideration
- c) no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

Our Rights

We may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Any premium refund will be calculated in accordance with the above

In the event of non payment of the Premium this Policy will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments

4) Claims Procedure

If You wish to make a claim or if something happens which may lead to a claim You must notify Us as soon as possible either to Davies Managed Systems Ltd whose address appears in the schedule or through Your broker or agent whose address also appears in the schedule

If there has been malicious damage theft or attempted theft You must also tell the police immediately

You will be required to complete the claim form We supply and return it to Us within 30 days of the incident with all the supporting documents and proofs We require for example written estimates

If You receive a writ summons or other legal process regarding a claim under the Policy You must send it immediately to Us

You must give Us all the help and information necessary to settle or resist a claim against You or to help Us take action against someone else. If the above procedure is not followed You will break a Condition of the Policy and We may not meet Your claim.

5) Control of Claims

Do not admit, deny, negotiate or settle a claim without Our written consent. However, You should make temporary repairs to the Block of Flats or Private Dwelling House to prevent further Damage.

6) Our Special Rights

We may enter any part of the Block of Flats or Private Dwelling House affected by a claim and take possession of it.

You cannot abandon the Block of Flats or Private Dwelling House to Us. We may, in Your name and on Your behalf, take complete control of legal action.

We may take legal action in Your name against any other person to recover any payment We have made under the Policy. We will do this at Our expense.

7) Contribution

If at any time of a claim there is any other Policy covering anything insured under this Policy, we shall be liable only for a proportionate share.

8) Arbitration

If We admit liability for a claim but You cannot agree with Us the amount to be paid, the disagreement will be referred to an arbitrator appointed jointly by You and Us in accordance with the law in force at the time. You will not be able to take action in law against Us over this disagreement until the arbitrator has made his award.

9) Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Damage is caused by Your wilful act or with Your connivance, all benefit under the Policy will be forfeited.

Section 1 - The Buildings

1) What is Insured?

The Block of Flats or Private Dwelling House is insured against Damage by the following perils. If more than one Block of Flats or Private Dwelling House is insured by the Policy any exclusion or limitation applies separately to each Block of Flats or Private Dwelling House.

2) Perils Insured

- a) Fire smoke explosion lightning or earthquake
- b) Riot civil commotion labour and political disturbances and strikes
- c) Malicious damage and vandalism but not
 - i) Damage by any Resident to the Flat or Private Dwelling House in which he/she resides
 - ii) Damage by You any member of Your family or any Employee
- d) Impact by
 - i) aircraft or other aerial devices or anything dropped from them
 - ii) vehicles
 - iii) trains
 - iv) animals but not damage by domestic pets
 - v) falling trees or branches
 - vi) falling aerials or masts
 - vii) falling television satellite dishes
- e) Storm or flood but not
 - i) Damage by frost
 - ii) Damage to outdoor swimming pools tennis courts paved terraces patios fences gates paths and drives
- f) Subsidence or heave of any part of the site on which the Block of Flats or Private Dwelling House stands or landslip but not
 - i) Damage to outdoor swimming pools tennis courts paved terraces walls gates fences patios paths and drives unless the main building of the Block of Flats or Private Dwelling House is damaged at the same time by the same cause
 - ii) Damage caused within ten years of construction by
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement of made up ground or of materials brought to the site
 - iii) Damage caused by
 - i) coastal or river erosion
 - ii) defective design or workmanship or the use of defective materials
 - iv) Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Block of Flats or Private Dwelling House are damaged at the same time by the same cause
 - v) Damage resulting from
 - i) demolition construction structural alteration or repair of any property
or
 - ii) groundworks or excavation
at the Block of Flats or Private Dwelling House

- g) Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation but not
 - i) Damage caused by wet or dry rot rust corrosion or other wear tear and deterioration
- h) Damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting but not
 - i) Damage caused by rust corrosion or other wear tear and deterioration
- i) Theft or attempted theft but not
 - i) Damage by You or Your family or any Employee
- j) Escape of oil from any fixed domestic oil heating installation
- k) Any other accidental loss or damage but not
 - i) wear tear deterioration atmospheric or climatic conditions settlement shrinkage drying out wet or dry rot vermin woodboring insects fungus or any gradually operating cause
 - ii) everything excluded under Perils Insured a)-j) and paragraph 3
 - iii) cost of maintenance or routine decoration
 - iv) faulty workmanship or design or the use of faulty materials
 - v) Damage to the buildings or any part of them arising from construction structural alteration or repair or demolition
 - vi) sudden and unforeseen Damage to property which is insurable under an engineering insurance policy

3) Extensions

The Policy will pay for

- a) Additional Expenses
 - the necessary expenses You incur for rebuilding or repairing the Block of Flats or Private Dwelling House as a result of Damage insured by this Policy namely
 - i) architects surveyors and legal fees
 - ii) the costs of clearing debris from the site or demolishing or shoring up the Block of Flats or Private Dwelling House
 - iii) other costs to comply with government or local authority requirements
- b) Pipes Cables and Drains
 - the cost of repairing accidental damage to cables underground pipes and drains (and their inspection covers) serving the Block of Flats or Private Dwelling House but not
 - i) Damage which You are not legally responsible to repair
 - ii) Damage caused by rust corrosion or other wear and tear
- c) Trace and Access
 - the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage under paragraph 2g) and paragraph 3b) but not
 - i) any amount in excess of £5,000 in respect of any one Block of Flats or Private Dwelling House
 - ii) any amount in excess of £25,000 in any one year of insurance
- d) Breakage of Glass and Sanitary Fixtures
 - accidental breakage in the Block of Flats or Private Dwelling House of solar glass heating panels fixed glass and sanitary fixtures but not
 - i) Damage which is not accidental and unforeseen

Section 1 - The Buildings

- e) Loss of Rent and Alternative Accommodation Expenses
- i) rent (including ground rent and management charges) You should pay or should have received but have lost
 - ii) the costs of reasonable alternative accommodation and temporary storage of Your furniture
 - iii) the cost of reasonable accommodation in kennels or catteries for Your dogs and cats while
 - iv) Your Flat or Private Dwelling House is unfit to live in or
 - v) access to Your Flat or Private Dwelling House is denied
- as a result of Damage insured by this Policy but not
- i) any amount in excess of 20% of the Sum Insured
- but in respect of each individual Flat or Private Dwelling House the payment made may be adjusted according to the percentage contribution made by each Flat or Private Dwelling House towards the total management charges and/or ground rent of the Block of Flats or housing development
- f) Damage to Landscaped Gardens
- Damage done to landscaped gardens by the Emergency Services in attending the Block of Flats or Private Dwelling House due to Damage insured by this Policy but not
- i) any amount in excess of £25,000 in any one year of insurance
- g) Theft of Keys
- the reasonable costs necessarily incurred in replacing external door locks at the Block of Flats or Private Dwelling House including external door locks for individual Flats following loss of keys by
- i) theft from the Block of Flats individual Flats Private Dwelling House or Registered Office or from the home of
- or
- ii) theft following hold-up whilst such keys are in the personal custody of You or any Employee authorised to hold such keys but not
- i) any amount in excess of £1,000 in respect of any one Block of Flats or Private Dwelling House
 - ii) any amount in excess of £25,000 in any one year of insurance
- h) Loss of Metered Water
- the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage arising under paragraph 2g) but not
- i) any amount in excess of £5,000 in respect of any one claim
- i) Closed Circuit Televisions
- the cost of repairing accidental damage to closed circuit television systems at the Block of Flats or Private Dwelling House but not
- i) any amount in excess of £5,000 in respect of any one claim
- j) Removal of Nests
- the cost of removing wasps or bees nests from the Block of Flats or Private Dwelling House but not
- i) any amount in excess of £250 in respect of any one claim
- k) Tree Felling or Lopping
- the cost of felling or lopping trees at the Block of Flats or Private Dwelling House which are an immediate threat to the safety of life or property as a result of Damage by paragraphs a)-j) of the Perils insured but not

- i) any amount in excess of £500 in respect of any one claim
 - ii) any amount in excess of £2,500 in any one period of insurance
- l) Unauthorised Occupation

If during the period of insurance unauthorised persons take possession keep possession or occupy the Block of Flats Your Flat or Your Private Dwelling House

We will pay

- i) the costs You incur in terminating such unauthorised use
- ii) the cost of metered electricity gas or water for which You are legally responsible arising from such unauthorised use but not any amount
 - i) in excess of £5,000 in respect of any one Flat or Private Dwelling House
 - ii) in excess of £25,000 in the aggregate in any one period of insurance

4) Claims Settlement

- a) If the Block of Flats or Private Dwelling House is damaged by any Peril Insured then We will either
- i) pay for the rebuilding or repair or
 - ii) make a money payment instead

provided that

- iii) the Sum Insured when the Block of Flats or Private Dwelling House is damaged is sufficient to rebuild it
 - iv) the property has been maintained in a good state of repair
- b) In the event of Damage to matching sets groups and collections We will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature colour or design where Damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched
- c) The maximum amount payable in any period of insurance in respect of Damage to the Block of Flats or Private Dwelling House by a)-j) of the Perils Insured plus Additional Expenses shall not exceed the Sum Insured shown in the schedule as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the Perils Insured

5) Maintenance

You must keep the Block of Flats or Private Dwelling House in a good state of repair

6) Empty Blocks of Flats/Unoccupied Flats/Unoccupied Private Dwelling Houses

- a) We must be notified immediately in writing whenever a Block of Flats or Private Dwelling House becomes empty
- b) We will not pay for any claim arising under paragraphs c) (Malicious Damage) g) (Escape of Water) h) (Damage to Water Installations) i) (Theft) of the Perils Insured and paragraph d) (Glass) of the Extensions if any Flat(s) or Private Dwelling House(s) is/are left without an occupant for more than 30 consecutive days unless
- i) Either
 - a) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the water system (including the central heating system) is drained
 - or
 - b) during the months of April to September (inclusive) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the central heating system is put into effective operation for at least a minimum of 4 hours in every 24 hours with those services not necessary for its operation turned off/draind
 - ii) The Flat(s) or Private Dwelling House(s) is/are visited and inspected internally and externally at least once during each week by You or on Your behalf

Section 1 - The Buildings

7) Special Clauses

a) Extensions and Alterations

If during the period of insurance the value of the Block of Flats Your Flat or Your Private Dwelling House is increased because You have built an extension or have carried out other alterations We will automatically cover the value of these extensions and alterations provided they do not exceed 10% of the Sum Insured by this Section

We will not charge the extra premium during the period of insurance but You must advise Your broker or agent of the value of the extensions or alterations prior to the renewal date of the Policy

b) Reinstatement of Sum Insured

In the event of loss We will reinstate the Sum Insured from the date of any loss unless We give written notice to the contrary You may be required to pay some extra premium

c) Sale of Property Insured

If You have made a contract We will give the buyer the benefit of this Policy up to the date of completion provided the Flat Block of Flats or Private Dwelling House is not otherwise insured

d) Mortgage or Other Interests

The interest of the owner(s) mortgagee(s) lessor(s) or other interested parties in each individual Flat or Private Dwelling House insured by this Policy is noted You will be required to tell Us of these in the event of a claim

In addition We will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any Flat or Private Dwelling House where the risk of Damage is increased without the authority or knowledge of the mortgagee(s) or lessor(s) provided the mortgagee(s) or lessor(s) shall tell Us in writing immediately they become aware thereof and pay any reasonable extra premium We may require

e) Inflation Protection

The Sum Insured on the Block of Flats or Private Dwelling House will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers We will not charge extra premium on monthly changes but when We invite You to renew We will do so for the final Sum Insured which will be based on the latest index figures available when the renewal invitation is prepared

In the event of a claim We will continue to adjust the Sum Insured during the period required to rebuild up to a maximum of three years provided that

- i) the Sum Insured at the date of loss is sufficient to rebuild the Block of Flats or Private Dwelling House
- ii) the rebuilding or repair is carried out without delay

8) Day One Average

A Subject to the following Special Conditions the basis upon which the amount payable in respect of the Property Insured under sums insured marked DA in the Schedule is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
 - i) in any manner suitable to the requirements of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

- B The Insured having stated in writing the Declared Value shown in brackets below the Sum Insured for each of the said items the premium has been calculated accordingly

'Declared Value' means the Insured assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A(a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) the additional cost of reinstatement to comply with public authority requirements
- b) professional fees
- c) debris removal costs
- d) fitted carpets and other furnishings

Special Conditions

- 1) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s) In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance
- 2) If at the time of Damage the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph B above) at the inception of the Period of Insurance then the Companys liability for any Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
- 3) The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 4) No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 5) All the terms and conditions of this Policy shall apply in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
- 6) Where by reason of
 - a) any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated thereinor
 - b) the Insured elect not to rebuild the Property Insured in a condition equal to but not better or more extensive than its condition when new then the provisions of this clause are cancelled and the rights and liabilities of the Company and the Insured in respect of the Damage shall be subject to the terms and conditions of the Policy including the following Condition of Average

The insurance by each item of this Section is declared to be subject to Average i.e. if the property covered shall at the breaking out of any Damage insured hereby be collectively of greater value than 115% of the Declared Value stated in the Schedule then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly

Section 2 - The Contents of Communal Parts

1) What is Insured?

The Contents of Communal Parts are insured against Damage by the Perils Insured but excluding

- a) landlords fixtures and fittings which We insure under Section 1
- b) articles of gold silver or other precious metals jewellery or furs clothing and personal effects
- c) Money (other than Money covered in Extension 3 b)) bills of exchange and promissory notes securities or documents of any kind
- d) any one curio picture or other work of art valued in excess of £1,000
- e) property which is insured by another policy
- f) property in the open
- g) pets and livestock
- h) motor vehicles caravans boats trailers or accessories in them or attached to them
- i) property in individual Flats or Private Dwelling Houses

2) Perils Insured

- a) Fire smoke explosion lightning and earthquake
- b) Riot civil commotion labour and political disturbances and strikes
- c) Malicious damage and vandalism but not
 - i) Damage by You or Your family a Resident or any Employee
- d) Impact by
 - i) aircraft or other aerial devices or anything dropped from them
 - ii) vehicles
 - iii) trains
 - iv) animals but not damage by domestic pets
 - v) falling trees or branches
 - vi) falling aerials or masts
 - vii) falling television satellite dishes
- e) Storm or flood
- f) Subsidence or heave of the site on which the Block of Flats or Private Dwelling House stands or landslip
- g) Escape of water from or the freezing of fixed domestic water or heating installations
- h) Theft or attempted theft but not
 - i) loss by deception unless entry is gained by deception
 - ii) Damage by You or Your family a Resident or any Employee
 - iii) Damage to any portion of the Block of Flats or Private Dwelling House used for business or trade purposes other than Your Business
- i) Escape of oil from any fixed domestic heating installation
- j) Any other accidental damage but not
 - i) everything excluded under a)-i) of the Perils Insured and Paragraph 3
 - ii) Damage caused by wear tear gradual deterioration cleaning dyeing restoring light or atmosphere parasites or vermin mechanical or electrical breakdown or derangement adjustment or repair to any machine or misuse

- iii) sudden and unforeseen Damage to property which is insurable under an engineering insurance policy

3) Extensions

The Policy will pay for

a) Accidental Breakage in the Communal Parts of

- i) fixed glass in furniture but not glass in pictures and clocks
- ii) fixed glass in mirrors
- iii) glass tops to furniture and glass in shelves

b) Money

Loss from any cause of Money held by members of the Management Committee of the Residents Association for the benefit of individual flat/private dwelling house owners

- i) Whilst in any locked safe or locked drawer in any Flat in the Block of Flats or Private Dwelling House within a housing development
- ii) whilst in transit within the Territorial Limits up to a maximum amount of £1,000

but not loss

- i) arising from fraud or dishonesty unless such loss is discovered within 14 days of the occurrence
- ii) from unattended vehicles
- iii) due to accounting or clerical errors

c) Landlords Gardening Equipment

Damage by the Perils Insured to landlords gardening equipment whilst in any locked outbuilding at the Block of Flats or housing development

but not

- i) theft when entry is not gained or exit made by forcible and violent means
- ii) any amount in excess of £1,000

4) Claims Settlement

If the Contents of the Communal Parts are damaged by any Peril Insured then We will pay the full cost of replacing the articles stolen or destroyed as new provided that the Sum Insured when the Contents of Communal Parts are damaged is sufficient to replace them as new

5) Inflation Protection

The amount of the Sum Insured in excess of £20,000 will be adjusted monthly in step with the rate of inflation

We will not charge You extra premium on monthly changes but when We invite You to renew We will do so for a Sum Insured based on the latest inflation figure available when the renewal invitation is prepared

Section 3 - Public Liability

1) Who is Insured?

You are insured against all sums that You shall become legally liable to pay as damages and claimants costs and expenses arising out of

- a) accidental Injury to any person
- b) accidental loss of or Damage to material property

occurring during the period of insurance and happening in connection with the Business within the Territorial Limits The most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent, but not

- i) Injury to any Employee
- ii) Damage to property which is owned leased let rented hired or lent or which is the subject of a bailment to You
- iii) Injury loss or Damage caused by or in connection with or arising out of the ownership possession or use by You or on Your behalf of
 - i) any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air
 - ii) any mechanically-propelled vehicle or trailer attached thereto except use within the grounds of the Block of Flats or Private Dwelling House of any such vehicle not licensed for road use and not constructed for the conveyance of passengers provided that no other policy covers the liability

This exclusion shall not apply to liability for accidents arising beyond the limits of the carriage way or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading therefrom by any person other than the driver or attendant of the vehicle
- iv) liability arising from any agreement unless liability would have attached in the absence of such agreement

In addition We will pay

- a) all other costs and expenses incurred with Our written consent
- b) the legal costs and expenses incurred with Our written consent for the defence of prosecutions brought under Sections 36 or 37 of the Health and Safety at Work etc Act 1974 or any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with Our consent in an appeal against conviction arising from such proceedings provided that the proceedings relate to the health safety and welfare of persons other than Employees but not
 - i) fines or penalties
 - ii) legal costs or expenses insured by any other policy

2) Extension 1 - Additional Persons Insured

We will also insure in the terms of this Section

- a) Your legal personal representatives in the event of Your death
- b) the owner or lessee of any Flat or Private Dwelling House
- c) if You so request any of Your directors or Employees as though each had been insured separately

provided that

- i) such persons observe the terms of the Policy insofar as they can apply
- ii) We retain the sole conduct and control of all claims

iii) the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent

but not

- i) liability of any Resident incurred solely as occupier of his/her Flat or Private Dwelling House
- ii) liability of Your directors or Employees for which You would not have been covered if the legal action had been brought against You

3) Extension 2 - Defective Premises Act

We insure (subject otherwise to the terms of this Policy Section) Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of

- a) the parts of any Block of Flats and any Private Dwelling Houses formerly owned or leased by You and occupied solely for private residential purposes
- b) any private dwelling formerly owned or leased by the owner or lessee of any Flat

provided that

- i) at the time of the incident giving rise to the liability You have sold that private dwelling or Flat but not damage to the premises disposed of
- ii) no other policy covers the liability

The cover under this extension continues for seven years from the date of disposal of the premises provided You do not have this cover under another policy

4) Extension 3 – Cross Liabilities

If more than one person is referred to in the schedule each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately

provided that

the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent

5) Manslaughter Costs

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance

Section 3 - Public Liability

- 2) The Company shall not be liable to make any payment under this Extension in respect of
 - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
 - b) fines or penalties or the cost of implementing any remedial order or publicity order
 - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d) an appeal against any fine penalty remedial order or publicity order
 - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f) costs and expenses insured by any other policy
 - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man

1) Who is Insured?

You are insured against all sums which You become legally liable to pay in respect of accidental Injury sustained during the period of insurance by any Employee and arising out of and in the course of employment by You in connection with the Business within the Territorial Limits or elsewhere in the world where any Employee may be working temporarily provided that any action for damages is brought against You in a Court of Law within the Territorial Limits, but not

- a) so far as concerns
 - i) liability of any principal
 - ii) liability assumed by You under agreement and which would not have attached in the absence of agreement
- b) liability directly or indirectly arising from
 - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

The most We will pay under this Section for damages together with costs and expenses shown below in respect of any one claim against You or series of claims against You arising out of one event shall not exceed the amount shown in the Schedule Costs and expenses shall mean

- a) costs and expenses of claimants for which You are legally responsible
- b) all other costs and expenses You have to pay provided that We have agreed to pay such costs and expenses in writing
- c) the legal costs of defending in any court of summary jurisdiction any proceedings brought against You in respect of a breach or alleged breach of any statutory duty resulting in Injury that may be the subject of a claim
- d) the legal costs and expenses incurred with Our written consent and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that the proceedings relate to the health safety or welfare of any Employee but not
 - i) fines or penalties
 - ii) legal costs or expenses insured by any other policy

2) Additional Persons Insured

We will also insure in the terms of this Section

- a) Your legal personal representatives in the event of Your death
- b) any principal in respect of the liability of such principal arising out of the performance by You or any agreement entered into by You for the performance of work for such principal to the extent required by such agreement

and if You so request

- c) the owner or lessee of any Flat or Private Dwelling House
- d) any of Your directors or Employees
- e) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official

provided that

- a) the claim relates to Injury to an Employee and is such that You would have been entitled to an indemnity had the claim been made against You

Section 4 - Employers Liability

- b) such persons observe the terms of the Policy insofar as they can apply
- c) We retain the sole conduct and control of all claims

3) Recovery of Payments

The cover provided under this Policy Section is in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees within the Territorial Limits but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

4) Vehicle Exclusion

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

5) Manslaughter Costs

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
 - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
 - b) fines or penalties or the cost of implementing any remedial order or publicity order
 - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d) an appeal against any fine penalty remedial order or publicity order
 - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f) costs and expenses insured by any other policy
 - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man

In consideration of the payment of the Premium in respect of the Period of Insurance the cover provided under Sections 1 and 2 of this policy is extended to include Damage occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section 5

Terrorism is defined for the purposes of this Section 5 only as

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 organisation(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

A Provided always that the insurance provided by this Section 5 is subject to the following exclusions

1) **War and Allied Risks Exclusion**

Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

2) **Electronic Risks Exclusion**

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

For the purposes of this exclusion the following definitions shall apply

Virus or Similar Mechanism

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

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Denial of Service Attack

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

3) **Excluded Property**

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of

- i) any property located outside England Wales and Scotland
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this policy
- iv) any property which is insured by or would but for the existence of this policy be insured by any form of transit aviation or marine policy

B This Terrorism Section is also subject to the following terms and conditions

- 1) In any action or other proceedings where the Company alleges that any Damage is not covered by this Terrorism Section the burden of proving that such Damage is covered shall be upon the Insured

Section 5 - Terrorism Insurance

- 2) The Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this policy
- 3) The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this policy

These exclusions apply to all Sections of this Policy unless stated otherwise. Other Exclusions are contained within the Sections of the Policy where they apply.

1) War and Civil War Risks

Sections 1 (Buildings) 2 (Contents of Communal Parts) and 3 (Public Liability) of this Policy do not cover Damage or liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (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) Radioactive Contamination Chemical Biological and Electromagnetic Weapon Risks

Sections 1 (Buildings) 2 (Contents of Communal Parts) and 3 (Public Liability) of this Policy do not cover Damage liability or expense directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) 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

- e) any chemical biological bio-chemical or electro-magnetic weapon

3) Asbestos Risks

Sections 1 (Buildings) 2 (Contents of Communal Parts) and 3 (Public Liability) of this Policy do not cover any loss cost or expense directly or indirectly arising out of resulting as a consequence of or related to the manufacture mining processing processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

Section 4 (Employers Liability) does not cover more than £5,000,000 including Claimant's Costs Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of mining of use of sale of installation of survey or investigation of management of removal or distribution of existence of or exposure to asbestos products asbestos fibres or asbestos dust or property or materials containing any of the foregoing

4) Date Recognition

Sections 1 (Buildings) 2 (Contents of Communal Parts) and 3 (Public Liability) of this Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- a) correctly to recognise any date as its true calendar date
- b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

General Policy Exclusions

but this shall not exclude in respect of Sections 1 (Buildings) and 2 (Contents of Communal Parts) subsequent Damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion labour and political disturbances and strikes malicious damage earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle train or animal provided such contingency is insured by the Section

5) Pressure Waves

Sections 1 (Buildings) and 2 (Contents of Communal Parts) of this Policy do not cover Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

6) Diminution of Value

Sections 1 (Buildings) and 2 (Contents of Communal Parts) of this Policy do not cover diminution of market value beyond the cost of repair or replacement

7) Pollution and Contamination

- a) Section 3 (Public Liability) of this Policy excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

- b) Our liability under Section 3 (Public Liability) of this Policy for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the schedule
- c) For the purpose of this Exclusion Pollution or Contamination shall be deemed to mean
- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
- and
- ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination
- d) Sections 1 (Buildings) and 2 (Contents of Communal Parts) of this Policy exclude any loss or damage due to contamination sooting deposition impairment with dust chemical precipitation poisoning epidemic and disease including but not limited to foot and mouth disease pollution adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health

This exclusion does not apply if such loss or damage arises out of one or more of the following perils

- i) Fire Lightning Explosion Impact of Aircraft
- ii) Vehicle Impact Sonic Boom
- iii) Accidental escape of water from any tank apparatus or pipe
- iv) Riot Civil Commotion Malicious Damage
- v) Storm Hail
- vi) Flood inundation
- vii) Earthquake
- viii) Landslide Subsidence
- ix) Pressure of Snow Avalanche
- x) Volcanic Eruption

If a Peril not excluded from this Policy arises directly from pollution and/or contamination any loss or damage arising directly from that Peril shall be covered

All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause

8) Pre Existing Damage Liability or Injury

This Policy does not cover Damage liability or Injury occurring before the cover under Your Policy started

9) Terrorism Exclusion

Applicable to Sections 1 (Buildings) 2 (Contents of Communal Parts) and 3 (Public Liability)

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

For the purpose of this endorsement 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 organisation(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

This endorsement 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

If the Company allege that by reason of this exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You

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

Terrorism Limitation

Applicable only to Section 4 (Employers Liability)

The liability of the Company under this section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 including Claimant's Costs Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of Terrorism under this Policy as defined below

For the purpose of this endorsement 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 organisation(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

10) Computers and other Equipment Components or Systems

Sections 1 (Buildings) and 2 (Contents of Communal Parts) of this Policy do not cover

- a) 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 cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) However in the event that a peril listed below results from any matters described in paragraph a) above this Policy subject to all its terms conditions and exclusions will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril

Listed Perils

- i) Fire
- ii) Explosion

General Policy Exclusions

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is understood and agreed as follows

Should electronic data processing media insured by this policy suffer physical loss or Damage insured by this policy then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation

These costs will not include research and engineering nor any costs of recreating gathering or assembling such Electronic Data

If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media

However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party even if such Electronic Data cannot be recreated gathered or assembled

For the purposes of this exclusion the following definitions shall apply

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

Computer Virus shall mean 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"

11) Excess Clause

We shall not be liable under the Perils Insured shown below for the amount shown in the schedule of each and every loss

Section 1(Buildings) - c e g h i and k

Section 2 (Contents of the Communal Parts) - c e g h and j

We shall not be liable under Section 1(Buildings), Peril f for the amount shown in the schedule of each and every loss

This clause does not apply if a higher amount has already been excluded

(Applicable only if the Clause number is entered in the Schedule)

1) Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with Us) pending this Policy being issued

2) Long Term Agreement

The discount shown in the schedule is allowed off the net premiums on this Policy in consideration of You having given an undertaking expiring on the date stated in the schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premium annually in advance it being understood that

- a) We shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) the Sum Insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any policy (or policies) which may be issued by Us in substitution for this Policy and the same discount shall be allowed off the net premium on any substituted policy or policies issued by Us

Payment of the premium due at the expiry date shown in the schedule shall mean You accept the terms of this clause



ERGO

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