



ANDREW COPELAND INSURANCE

PROPERTY PROTECTION UNOCCUPIED COMMERCIAL POLICY

For Insurance of:

Unoccupied Commercial Properties

INDEX

Thank you for choosing Andrew Copeland Insurance (Consultants Limited) for your insurance. If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

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THE CONTRACT OF INSURANCE

This policy, the schedule and any endorsements form a legally binding contract of insurance between you and us and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

In deciding to accept this insurance and in setting the terms, we have relied on the information you have given us in your proposal or statement of fact. You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

This policy sets out all the circumstances in which an insured person or company can make a claim. It is not a maintenance contract and does not protect against every loss.

Please check that the contract is suitable for your needs.

If you are not satisfied with the cover provided by this insurance, please return the documents to your insurance adviser within 14 days of receiving them. As long as you have not made a claim, we will return any premium you have paid.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract is English law.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This insurance is underwritten by HCC International Insurance Company plc, trading as Tokio Marine HCC, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Signed for and on behalf of
PROPERTY PROTECTION (ANDREW COPELAND INSURANCE CONSULTANTS LIMITED)



PETER J ANSON

DEFINITIONS

The following words or phrases in bold have the same meaning whenever they appear in this document, schedule and endorsements.

Building(s)

The main structure of the **property** constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt, metal or other non-combustible materials, including interior decorations and fixtures and fittings, all of which are owned by **you** or for which **you** are legally responsible.

Employee(s)

Any person under a contract of service or apprenticeship with **you** or **your** family.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

Property

The premises at the **situation** shown in the schedule as the risk address.

Situation

The **property** and the land, within the boundaries belonging to it, specified in the schedule.

Unfurnished

Not having full furnishing sufficient to support normal habitation.

Unoccupied

The **property** stated in the schedule shall be deemed as **unoccupied** if:

- a) it is left unattended for more than three consecutive days, or
- b) it is reasonably expected to be left unattended for more than three consecutive days.

We, us, our, insurer(s) The insurer named on the schedule, which is HCC International Insurance Company plc who have insured **you** under this contract.

You, your

Those named in the schedule as the insured.

SECTION ONE: BUILDINGS

Your schedule will show **you** if this cover applies.

What is covered

Insured events

Loss or damage to the **buildings** during the **period of insurance** caused by the following:

- 1 Fire and Smoke.

- 2 Lightning.
- 3 Explosion.
- 4 Earthquake.

- 5 Aircraft and other flying objects or anything dropped from them.

- 6 Being hit by any vehicle, train or animal.

- 7 Falling trees or branches, telegraph poles or lamp-posts including the reasonable cost of removing fallen trees or branches if the **buildings** have been damaged at the same time.

- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.

- 9 Flood.

What is not covered

The first £250 of every claim (except for plate glass) unless stated otherwise in the policy schedule.

- Loss or damage caused by any process involving the application of heat.
- Loss or damage caused by tobacco smoke, smog, agricultural or industrial operations or processes or any gradually operating cause.

- Loss or damage caused by any vehicle or animal belonging to or under the control of the usual inhabitants (**you** and/or the tenants to whom the **property** has been let, sub-let, leased or lent) of the **property**.
- Loss or damage:
 - to fences and gates;
 - caused by cutting down or trimming trees or branches.

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip;
 - rising ground water levels.

- Loss or damage to fences and gates.

SECTION ONE: BUILDINGS (continued)

What is covered

- 10 Storm.
- 11 a) Escape of water from fixed tanks, apparatus or pipes.
b) Frost damage to fixed water tanks, apparatus and pipes.
- 12 Escape of oil from fixed fuel tanks, apparatus or pipes and smoke damage resulting from a defect in any fixed heating installation.
- 13 Theft or attempted theft or hold-up.
- 14 a) Riot, civil commotion, strikes, labour and political disturbances.
b) Malicious persons or vandals.

What is not covered

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip; rising ground water levels.
- Loss or damage to:
 - fences and gates;
 - roofs constructed of timber and felt exceeding 12 years of age.
- Loss or damage caused by:
 - subsidence, heave or landslip;
 - gradual emission;
 - faulty workmanship;
 - escape of water from automatic sprinkler installations;
- Loss or damage as a result of repairs or alterations of water pipes, water mains, water tanks or water apparatus.
- Loss or damage:
 - to fixed fuel oil tanks in the open;
 - caused by gradual emission;
 - caused by faulty workmanship.
- Loss or damage:
 - unless the theft involves forcible and violent entry to or exit from the **property**;
 - resulting from deception unless entry to the **property** is gained by such means.
- Loss or damage:
 - caused by persons lawfully at the **property**;
 - due to stoppage of work;
 - resulting from and including, graffiti.
- Any claim for plate glass in excess of £1000.

EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following.

What is covered

A Glass, Sanitaryware and Ceramic Hobs

We will pay for the cost of repairing or replacing accidentally broken;

- a) fixed glass including double glazing forming part of the **buildings**;
- b) permanently fixed sanitaryware;
- c) ceramic hobs which form part of a built-in unit;
- d) fixed solar panels which form part of the buildings.

B Rent Receivable/Ground Rent Payable

In the event of loss or damage to the **property** by an insured event such that is rendered uninhabitable, **we** will pay:

- a) for the amount of rent receivable by **you** which is lost; or
- b) an amount equal to the ground rent payable by **you**;

but only in respect of the period reasonably necessary to repair the **property**.

C Accidental Damage to Underground Services

The cost of repairing accidental damage to any underground main water, gas, sewer or drain pipe, underground electricity or telephone cable extending from the **property** to the public supply for which **you** are legally liable.

What is not covered

- The first £250 of every claim (except for plate glass), unless stated otherwise in the policy schedule.
- Any claim for plate glass in excess of £1000.
- Loss or damage to any part of the **property** that is **unfurnished**.
- Items not in a sound condition.

- Any amount over 20% of the sum insured on the **buildings** for any one claim, unless stated otherwise in the policy schedule.

- Loss or damage to any land drainage pipe.
- The cost of clearing any blocked drain, drainpipe or sewer pipe.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

What is covered

D Additional Expenses

We will pay the necessary and reasonable expenses that **you** incur following loss or damage to the **property** by an insured event in respect of:

- a) removal of debris, demolition, shoring or propping up; or
- b) architects', surveyors', structural engineers', legal and other fees; or
- c) complying with any government or local authority requirement.

What is not covered

- The first £250 of every claim unless stated otherwise in the policy schedule.
- Any fees for preparing a claim or estimate of loss under this policy.
- Expenses resulting from notice served on **you** prior to the date of loss or damage.
- The cost of making the site stable.

SETTLING CLAIMS

Amount Payable

The sum insured under the Buildings section shown in the schedule is declared by **you** to represent not less than the full rebuilding cost of the **buildings**, together with the provision of the expenses and fees covered in Extra Benefit D – Additional Expenses.

The maximum amount payable in respect of any one incident is:

- a) for claims under Insured Events 1 - 14 and Extra Benefits A, C and D – the total **buildings** sum insured shown in the schedule for any one claim, other than for plate glass
- b) plate glass claims – £1000
- c) for claims under Extra Benefit B – 20% of the total **buildings** sum insured shown in the schedule for any one claim

How We Settle Claims

If the sum insured is adequate and the **buildings** have been maintained in a good state of repair, **we** will at **our** option reinstate or repair or pay the cost incurred to reinstate or repair any part of the **buildings** lost or damaged by any insured event but not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.

We will make an adjustment for wear and tear where applicable in **our** settlement if **you** do not intend to rebuild or repair the damage.

If the sum insured is not adequate then any claim payment under this section will be reduced in proportion to the value of the property insured at the time of loss or damage.

Automatic Reinstatement

The sum insured under this section will not be reduced by the amount of any claim provided that:

- a) **you** implement without delay any reasonable requirements made by **us**; and
- b) **you** pay any additional premium required by reinstatement.

SECTION TWO: PROPERTY OWNERS LIABILITY

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as the owner of the property

In the event of:

- a) accidental bodily injury to any person;
- b) accidental loss or damage to property,

occurring during the **period of insurance**, we will indemnify **you** in respect of all sums which **you** become legally liable to pay as damages, claimants' costs and expenses arising from **your** action as owner of the **situation**.

What is not covered

You are not covered for liability arising:

- for bodily injury or loss or damage to property in connection with the ownership, possession or use by **you** or on **your** behalf of any:
 - power-operated lift;
 - mechanically propelled or horse-drawn vehicle.
- for bodily injury to any **employee**;
- for loss or damage to property belonging to or held in trust by, or in the custody or control of, **you** or **your employee**;
- for the ownership, tenure or occupation of any land or building other than those at the **situation**;
- which is insured by or would but for the existence of this section be insured by any other insurance.

Amount Payable

Our limit for all damages in respect of any one event or series of events consequent upon or attributable to one source or original cause is £2,000,000 in respect of **your** liability and **we** will also pay all costs and expenses incurred by **you** with **our** written consent in defending any claim.

GENERAL CONDITIONS

The following conditions apply to the whole of your insurance.

- a) **You** must comply with the terms and conditions of this insurance.
- b) Cover under this insurance will not be operative until all premiums due have been met, unless specifically agreed by **us**. Any claim arising during a period for which any premium has not been paid will not be paid.

c) **Reasonable Care**

You and any person seeking the benefit of this insurance must take all reasonable steps to protect the **property** and prevent accidents, injury, illness, loss or damage, and to maintain the **property** in a sound condition and good repair.

An authorised person must inspect the inside and outside of the **property** at least once every 14 days and a record must be kept of the visit and any fault logged must be corrected immediately.
All letterboxes and other openings must be secured shut.

d) **Protections Clause**

All security devices at the **property** must be maintained in good order throughout the **period of insurance** and be in use at all times when the **property** is left **unoccupied**.

e) **Your duty to disclose information**

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

f) **Telling us about a change**

You must inform **us** as soon as possible of any change in **your** circumstances which increases the risk of loss, injury or damage and in particular **you** must notify **us** of any change of address or change in type of occupancy at the risk address. **We** have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under this insurance, provided they fulfil the terms of this policy and they inform **us** as soon as possible.

g) **Cancellation**

If **you** are not satisfied with the cover provided by this insurance, please return the documents to **your** insurance adviser within 14 days of receiving them. As long as **you** do not make a claim, **we** will return any premium **you** have paid.

You may cancel the insurance at any time by sending **us** notice in writing. **We** will refund the part of **your** premium based on the short period cancellation charges below (as long as **you** have not made a claim). This applies to each and every **period of insurance**.

GENERAL CONDITIONS (continued)

Up to 1 month's cover – 25% of the premium will be retained
Up to 2 months' cover – 35% of the premium will be retained
Up to 3 months' cover – 45% of the premium will be retained
Up to 4 months' cover – 55% of the premium will be retained
Up to 5 months' cover – 65% of the premium will be retained
Up to 6 months' cover – 75% of the premium will be retained
Up to 7 months' cover – 85% of the premium will be retained
Up to 8 months' cover – 95% of the premium will be retained
8 months or more – 100% of the premium will be retained

We may cancel this insurance by sending **you** 14 days notice in writing where there is a valid reason for doing so. **We** will write to **you** at **your** last known address and will set out the reason for cancellation. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend our interests;
- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

h) Claims

When **you** become aware of a possible claim under this insurance, **you** must notify **us** as soon as reasonably possible.

For loss or damage claims, **we** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information. **You** must also tell the police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.

Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**. **You** must take all reasonable care to limit any loss, damage or injury.

You must not abandon any property to **us** without **our** written permission.

For Liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

i) Defence of Claims

We may:

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

GENERAL CONDITIONS (continued)

- j) **We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered
- k) Where **we** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at the time. When this happens, legal proceedings cannot be started against **us** until the arbitrator has reached a decision.
- l) Fraudulent Claims**
- You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
 - makes a statement to support a claim, knowing the statement is false;
 - submits a document in support of a claim knowing the document to be forged or false in any way;
 - makes a claim for any loss or damage which **you** knew about or deliberately caused
- we:**
- will not pay the claim and all cover under this policy will cease;
 - will not pay any other claim which has been or will be made under the policy;
 - may at **our** option declare the policy void;
 - will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
 - will not return any premiums **you** have paid; and
 - may inform the Police.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- a) Loss or destruction of or damage to any property or any direct or indirect consequential loss or any legal liability directly or indirectly caused to or arising from:
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, nuclear assembly or nuclear component of such assembly;
 - ii) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - iii) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- b) Loss or damage directly or indirectly caused by or contributed to or arising from riot or civil commotion outside Great Britain.
- c) Loss or damage to any property caused during seizure or confiscation or attempts at either of these by Customs or other authorities.
- d) Any loss or damage occurring before cover commences.
- e) Any loss or damage to the **property** resulting from any deliberate, malicious or willful act by **you**.
- f) Diminution of market value beyond the cost of repair or replacement.
- g) The cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform natural colour or design, when damage occurs within a clearly identifiable area or to a specific part.
- h) The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at the **situation**, including where **you** are working in **your** capacity as a professional tradesman.
- i) Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth, any gradually operating cause, mechanical or electrical breakdown.
- j) Indirect loss of any kind

UK Millenimum Exclusion

This Insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the **insured** or not, and whether occurring before, during or after the year 2000,

- (i) correctly to recognise any date as its true calendar date
- (ii) 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

GENERAL EXCLUSIONS (continued)

(iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude:

- (a) any ensuing physical loss or damage to property insured;
 - (i) resulting from a listed peril, set out below, as covered under this Insurance but no other for the purposes of this endorsement, and
 - (ii) which is not otherwise excluded;

or

(b) any consequential loss, as covered under this insurance, which may arise from such ensuing physical loss or damage.

Listed Perils

1. Fire and/or Lightning
2. Explosion
3. Aircraft or other aerial devices or articles dropped therefrom
4. Impact by road vehicles or animals
5. Riot or civil commotion
6. Strikers, locked-out workers, or persons taking part in labour disturbances
7. Malicious persons
8. Earthquake
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Theft

If specific perils are defined in this Insurance the listed perils shall be deemed to be amended to follow this Insurance but in no event shall it include Accidental Damage or the equivalent coverage provided by this Insurance. If any of the above listed perils are specifically excluded by this Insurance they shall be deemed to be deleted from this list.

Provided that nothing in this endorsement or any other provision or extension of this Insurance shall be construed to extend the liability of the Insurers to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the **insured** or not.

Northern Ireland Exclusion

Notwithstanding anything in this policy or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against), this policy does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

GENERAL EXCLUSIONS (continued)

- i) civil commotion;
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf or in connection with any unlawful association.

Note: “Unlawful association” means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

“Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Underwriters allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this policy the burden of proving that such loss, destruction or damage is covered shall be upon the Assured.

This overriding exclusion applies to this policy and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion, except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

Electronic Data Exclusion

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

- i) This policy does not insure 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.

“Electronic data” means 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” means 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.

- ii) However, in the event that a peril listed below results from any of the matters described in paragraph i) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **period of insurance** to property insured by this policy directly caused by such listed peril.

Listed perils

Fire

Explosion

Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

GENERAL EXCLUSIONS (continued)

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 policy does not insure any amount pertaining to the value of such electronic data to **you** or any other party, even if such electronic data cannot be recreated, gathered or assembled.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 exclusion also applies to 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 **insurers** 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.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if 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 regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

MAKING A CLAIM

If **you** need to make a claim:

- Check **your** policy booklet and **your** schedule to see if **you** are covered.
- Give notice to the Police without delay in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **our** claims administrator on **0144 322 9513**, for out of office hours their emergency 24 hour number **0172 476 1378** or email claims@adjustingassociates.com as soon as reasonably possible, quoting **your** policy number. They will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

HOW TO COMPLAIN

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you** **your** policy using the contact details below who will try to resolve **your** complaint within three working days:

By post: Andrew Copeland (Insurance Consultants) Ltd, 224 High Street, Beckenham, BR3 1EN

By email: complaints@acopeland.com

By telephone: +44(0)208 656 3367

After three working days, in the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE

By email: tmhcccomplaints@tmhcc.com

By telephone: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer your complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

HOW TO COMPLAIN (continued)

Tel: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) you may also make **your** complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means 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

PRIVACY NOTICE

Both the **Insurer** and Andrew Copeland (Insurance Consultants) Ltd are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

The **Insurer** explains below who it is, how it collects, shares and uses personal information about **you**, and how **you** can exercise **your** privacy rights.

The **Insurer** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with **you**. The **Insurer** retains personal information it collects from **you** where it has an ongoing legitimate business need to do so.

The **Insurer** may disclose **your** personal information to:

- the **Insurer's** group companies;
- third party services providers and partners who provide data processing services to the **Insurer** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where the **Insurer** believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the **Insurer's** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in its Privacy Policy; or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which **you** are a resident. These countries may have data protection laws that are different to the laws of **your** country. The **Insurer** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures the **Insurer** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that the **Insurer** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

You can opt-out of marketing communications sent to **you** by the **Insurer** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if the **Insurer** has collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about the **Insurer's** collection and use of **your** personal information.

PRIVACY NOTICE (continued)

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on the **Insurer's** website at

<https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

The Data Protection Officer

TMHCC, 1 Aldgate, London, EC3N 1RE

DPO@tmhcc.com

If information is required as to how data is processed by Andrew Copeland (Insurance Consultants) Ltd, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at

http://www.andrewcopeland.co.uk/privacy_policy.html

or contact:

Data Protection Office

Mr Peter Anson

224 High Street, London BR3 1EN

info@acopeland.com

0208 656 2544

PROPERTY INSPECTION RECORD SHEET

| Date | Time | Inspected by (name in full) | Notes on any damage |
|------|------|--------------------------------|---------------------|
| 01) | | | |
| 02) | | | |
| 03) | | | |
| 04) | | | |
| 05) | | | |
| 06) | | | |
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| 26) | | | |
| 27) | | | |
| 28) | | | |
| 29) | | | |
| 30) | | | |

Please note that any loss, damage or attempted damage must be reported to the local police station immediately, and notification of such loss, damage or attempted damage be reported to us.

OTHER SERVICES AVAILABLE

We can also provide quotations for the following types of risks.

A Holiday Home

A quotation can be provided for properties which are used solely as a holiday home by the owner, the owner's family or the owner's friends.

B Holiday Home Lets

A quotation can be provided on the same basis as a holiday home, but extended to allow for lettings.

C Second Home

A quotation can be provided for properties which are used on a semi-regular basis with periods of unoccupancy (ie home in London for weekday use whilst at work and left unoccupied at weekends whilst at the main residence or vice versa). Cover can also be provided for owners who live or work abroad, who only use their property whilst staying in the United Kingdom.

D Let Properties

A quotation can be provided for properties which are let or untenanted on a regular basis to tenants engaged in professional employment.

E Unoccupied Properties

A quotation can be provided for properties which are left permanently unoccupied, or for long periods at a time (ie awaiting sale, being renovated or not in full time use). The level of cover available varies and depends upon the general condition and state of the property. Please contact Property Protection or your agent with full details of the property so they may advise you of the level of cover available.

F Student Lets

A quotation can be provided for properties which are let to students, whether singly or on a house share basis. Cover in the holiday periods if you wish to let the property to holidaymakers or leave it unoccupied is available.

G DSS Lets

A quotation can be provided for properties which are left to DSS referrals or for tenants having all or part of their rent paid for by the DSS. To qualify for this cover, the tenancy agreement must be between the landlord and tenant, not with the DSS, or under DSS control. The agreement must be for a minimum duration of six months and the property must be let to one person/family only.

Should you require a quotation on any type of property, please contact:

Property Protection

on

020 8656 2544

www.andrewcopeland.co.uk