



ANDREW COPELAND INSURANCE

# PROPERTY OWNERS COMBINED POLICY

For Insurance of:

Commercial Property

# INDEX

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

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## THE CONTRACT OF INSURANCE

The policy wording, 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.

This policy sets out all the circumstances in which **you** 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.

In return for the payment of the premium shown in the **schedule**, **we** agree to provide indemnity, subject to the terms and conditions contained in (or endorsed on) **your** policy documents, in respect of the cover detailed within this policy wording for any incidents which occur during the **period of insurance**.

This contract is written in English and all communications about it will be in English. Unless specifically agreed to the contrary, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** have a duty to inform **us** of every material circumstance that **you** know or ought to know, in a way that is reasonably clear and accessible to **us**. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk or the terms of the insurance (including premium).

For the purposes of 'every material circumstance' mentioned above, **you** are expected to know the following:

1. If **you** are an individual, what is known to the individual and anybody who is responsible for arranging **your** insurance.
2. If **you** are not an individual, what is known to anybody who is part of **your** senior management or anybody who is responsible for arranging **your** insurance.
3. Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation or by any third party (including, but not limited to, the **broker**, subsidiaries, affiliates or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in **your** enquiries, and that **you** will inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

**You** also have a duty to answer any questions **we** have asked of **you** accurately and to ensure that any information provided by **you** is correct. If **we** establish that **you** breached **your** duty to make a fair presentation of the risk and this was deliberate or reckless, **we** may treat this contract as if it had never existed, refuse to pay all claims and need not return any of the premiums paid.

If **we** establish that **you** breached **your** duty to make a fair presentation of the risk and this was not deliberate or reckless:

- If **we** would not have entered into the contract at all, **we** will treat this contract as if it had never existed and refuse to pay all claims, but must return the premiums paid;
- If **we** would have entered into this contract but on different terms (other than terms relating to the premium), **we** will treat the contract as if it had been entered into on those different terms from the outset;
- If **we** would have entered into the contract but would have charged a higher premium, **we** may reduce the amount **we** pay for a claim (and if applicable, the amount already paid on prior claims) by the proportion of the underpaid premium. For example, if the premium would have been 25% higher based on the correct terms, a claim payment will be reduced by 25%;
- **We** may cancel **your** insurance in accordance with General Condition 14 of this policy wording.

Signed for and on behalf of

PROPERTY PROTECTION (ANDREW COPELAND INSURANCE CONSULTANTS) LIMITED



PETER J ANSON

## DEFINITIONS

The following words or phrases have the same meaning whenever they appear in bold in this document and any applicable **endorsements**.

### **Accidental damage**

Physical **damage** caused suddenly and accidentally and not through wear and tear, breakage or malfunction.

### **Broker**

The company who arranged this insurance for **you**. Their contact details are shown in **your schedule**.

### **Building(s)**

The **buildings** of all structures situated at the **premises** including all external and internal fixed glass, landlord's fixtures and fittings, walls, gates, fences and hedges;

- built of brick, stone or concrete;
- roofed with slate, tile, metal, asphalt or concrete; and
- used in connection with the **business**;

which belong to **you** or for which **you** are legally responsible.

### **Business**

The **business** stated in the **schedule** conducted at or from a **premises** within Great Britain, the Channel Islands or the Isle of Man.

### **Contents**

**Contents** in the common parts of the **building(s)** and in any areas of the **building(s)** used by **you** for office, reception, show or storage purposes.

**Contents** includes:

- furniture, furnishings and carpets;
- documents, manuscripts, business books, plans and designs, but only for the value of the materials and the cost of clerical labour for reproducing such records and not for the value to **you** of any information lost;
- pictures, prints and works of art to a maximum limit of £500 for any one item and £1,000 in total for any one claim, unless specifically stated otherwise in this policy wording or in the **schedule**;
- if they are not otherwise insured, personal effects belonging to **you**, **your** partners, directors or **employees** up to £250 any one person.

**Contents** does not include:

- jewellery, precious stones, precious metals, bullion, furs or rare books;
- glass, china, earthenware, marble or other fragile or brittle objects, other than works of art specifically insured by this insurance and noted on the **schedule**;
- motor vehicles and their accessories,
- livestock,
- explosives;
- computers, data processing equipment or computer systems records;
- money, cheques, stamps, bonds, credit cards or securities of any description unless specifically covered by this insurance and noted on the **schedule**.

### **Damage/Damaged**

The loss or destruction of or damage to **property**.

### **Employee**

- A person under a contract of service or apprenticeship with **you**;
- A self-employed person;
- A person under a work experience scheme; or
- A person hired or borrowed by **you**;

who is working for **you** in connection with the **business**.

## DEFINITIONS (continued)

### Goods

Any products (including containers, labelling instructions or advice provided in respect of such products) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed in connection with the **business**.

### Gross Rentals

**Gross rentals** means the money paid or payable to **you** in respect of work done and services rendered.

### Annual gross rentals

The **gross rentals** during the twelve months immediately before the date of the **damage**. ) Adjusted as may be necessary to provide for ) variations in or other circumstances affecting the

### Standard gross rental

The **gross rentals** during the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period**. ) **business** so that the adjusted figures ) represent as far as possible the results which but ) for the **damage** would have been obtained during ) the relative period after the **damage**.

### Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### Indemnity period

The period beginning with the occurrence of the **damage** and ending not later than the **maximum indemnity period** during which the results of the **business** are affected in consequence of the **damage**.

### Injury

Physical injury including accidental death, illness or disease, or shock which causes physical injury.

### Landslip

Downward movement of sloping ground.

### Liquidated damages

Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.

### Maximum indemnity period

The period stated in the **schedule** as the Maximum Indemnity Period.

### Multiplying compensatory damages

In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

### Period of Insurance

The period from the start date to the expiry date shown in the **schedule** or until the policy is cancelled.

### Pre-existing mental or physical condition

Any condition, whether diagnosed or not, for which a person has sought advice, diagnosis, treatment or counselling during the 5 years prior to the start date of the current **period of insurance**.

### Premises

The **building(s)** and land at the address stated in the **schedule**.

### Property

Material or tangible property specified under the appropriate section of this policy wording and/or the **schedule**, which either belongs to **you** or for which **you** are legally responsible.

### Punitive or Exemplary damages

Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

## DEFINITIONS (continued)

### **Schedule**

The document showing **your** name, the **premises**, the amounts insured, the period of insurance and the sections of this insurance which apply.

### **Settlement**

Downward movement as a result of soil being compressed by the weight of the **buildings** within 10 years of construction.

### **Subsidence**

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

### **Terrorism**

An act or series of acts, including the use of force or violence and/or the threat of force or violence, 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 or 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.

### **Unoccupied**

When a **building** is closed for trade, untenanted or not resided at for a period in excess of 30 consecutive days.

### **We/Us/Our/the Insurer(s)**

The insurer providing your cover, HCC International Insurance Company plc, trading as Tokio Marine HCC.

### **You/Your/the insured**

The person(s), company or firm named as 'The Insured' in the **schedule**.

## SECTION ONE: BUILDINGS

Your schedule will show you if this cover applies.

### What is covered

#### Insured events

We will pay for damage to the buildings during the period of insurance caused by the following insured events:

- 1 Fire, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.
- 3 Theft or attempted theft involving forcible and violent entry to or exit from the **buildings**.
- 4 Hold up by violence and/or threats of violence to **you or your employees**.
- 5 Storm.
- 6 Flood.
- 7 Escape of water from any tank, apparatus or pipe.
- 8 Leakage of oil from any fixed oil heating installation.
- 9 Aircraft and other aerial devices or articles dropped from them.

### What is not covered

The first £250 of every claim unless stated otherwise in this document or in the **schedule**.

- **Damage to property** caused by it undergoing any heating process or process involving the application of heat.
- **Damage** to electrical equipment caused by its short circuiting or overrunning not resulting in fire.
- **Damage** caused through confiscation, destruction, seizure or requisition by the government or any public authority.
- **Damage** by, or in collusion with any member of **your family or an employee**.
- **Damage** while the buildings are **unoccupied**.
- **Damage** by, or in collusion with any member of **your family or an employee**.
- **Damage** to any part of a **building** which is open sided or incapable of being locked.
- **Damage** while the **buildings** are **unoccupied**.
- **Damage** caused by frost, **subsidence, settlement, heave or landslip**.
- **Damage** to gates, fences and hedges and moveable **property** in the open.
- **Damage** caused solely due to a change in the water table level.
- **Damage** caused by frost, **subsidence, settlement, heave or landslip**.
- **Damage** to gates, fences and hedges and moveable **property** in the open.
- **Damage** caused solely due to a change in the water table level.
- **Damage** caused by vaporization, smoke and smudge due to defective oil heating installations.

## SECTION ONE: BUILDINGS (continued)

### What is Covered

10 Breakage or collapse of television and radio aerials, external satellite dishes, aerial fittings and masts.

11 Impact by:

- a) any vehicle or animal; or
- b) falling trees or branches other than if caused by felling or lopping by **you** or on **your** behalf.

### What is not covered

- **Damage** to the television, radio aerials, masts satellite dishes and fittings themselves.

### Limit of Liability

**Our** liability under this section is limited to the sum insured shown in the **schedule**.

## EXTRA BENEFITS INCLUDED WITH BUILDINGS

### What is covered

We will pay for the following expenses necessarily incurred with **our** prior consent:

#### Fees

Architects', surveyors', consulting engineers' and legal fees incurred in connection with the repair or reinstatement of the **damaged** parts of the **property** insured but excluding fees for preparing any claim.

#### Debris Removal

The cost of removing debris, demolishing, shoring up or propping up of the damaged parts of the **property** insured.

#### Underground Services

The cost of repairing accidental **damage** to piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility and provided such **damage** is not otherwise insured.

#### Local Authorities

Any additional cost of repairing or replacing the **damaged** parts of the **property** insured incurred solely to comply with any statutory requirements or local authority bylaw(s).

#### Replacement Locks

We will pay the cost of replacing external door locks and keys to maintain the security of the **buildings** following theft of keys:

- a) by forcible and violent means from the **premises**, from **your** private residence or from the private residence of an **employee** authorised to hold such keys; or
- b) resulting from the hold up or actual or threatened assault or violence to **you**, a member of **your** family or an **employee**.

#### Landscaped Gardens

We will pay the cost of restoration following **damage** to external landscaping at the **premises**, for which the **insured** is responsible, caused by the fire brigade or other authorities attending the **premises** solely as a result of **damage** to the **buildings**.

### What is not covered

Any costs or expenses:

- a) incurred in removing debris from anywhere other than the **premises** of the **damaged property** and the area immediately adjacent to it;
- b) arising from pollution or contamination of **property** not insured by this section.

Any cost arising from a notice served upon the **insured** prior to the date of the **damage**.

We will not pay more than £1,000 for any one claim.

We will not pay more than £10,000 for any one claim.

## EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

### What is covered

#### Tracing and accessing leaks

If a **building** is **damaged** due to water escaping from water tanks, pipes, equipment or fixed heating systems situated at the **premises**, we will pay the cost of removing and replacing any part of the **building** which is necessary to find and repair the source of the leak.

#### Sale of Buildings

When **you** contract to sell **your** interest in a **building**, the contracting purchaser who completes the purchase and their mortgagees will have the benefit of the insurance by this section.

This benefit will exist until the date of completion during the relevant **period of insurance** and provided the **building** is not otherwise insured and is provided without prejudice to **your** and **our** rights and liabilities.

#### Glass Cover

**Damage** to fixed glass insured by this section includes costs necessarily incurred in respect of boarding up or temporary glazing pending replacement of broken glass, and the removal and re-fixing of window fittings and other items to the replacement glass.

#### Newly Acquired Buildings

This section extends to include newly acquired buildings in Great Britain, the Channel Islands and the Isle of Man which are not otherwise insured and alterations, additions and improvements to the **property** insured (but not in respect of appreciation in value), provided that:

- a) at any one premises this cover will not exceed £250,000; and
- b) **you** provide **us** with the details of such buildings within 21 days of acquisition or alteration, to effect specific insurance on that building and pay any additional premium which may be required from the date of acquisition or alteration.

### What is not covered

We will not pay more than £5,000 for any one claim.

## EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

### What is covered

#### Malicious Attack

We will pay the following amounts as compensation if you or a director or **employee** of the **business** sustains **injury** as a result of a malicious attack in the course of theft or attempted theft from the **buildings**, or actual or threatened assault or violence at the **premises**, which, independently of any other cause, results in the following:

- a) Death, providing death ensues within 12 months of the date of the **injury**. £5,000 per claim.
- b) Physical severance or the permanent and total use of an entire hand or arm, an entire foot or leg, or the loss of sight in one or both eyes occurring within twelve months of the date of the **injury**. £5,000 per claim.
- c) Disability which permanently and completely prevents the injured person from attending to their usual occupation, or any other occupation for which they are suited by knowledge and training, for a period of at least 52 consecutive weeks, and at the end of that period is beyond any hope of improvement. £5,000 per claim.
- d) Disability which temporarily prevents the injured person from attending to a major part of their usual occupation. £50 per week per claim

provided that:

- i) compensation will not be paid under more than one of items a), b) or c) above for the consequence of the same **injury**;
- ii) compensation under item d) will not be paid for more than 52 weeks in respect of any one **injury** and the amount paid will be deducted from any amount subsequently payable under items a), b) or c);
- iii) compensation will not be paid unless, as soon as possible after sustaining the **injury**, the injured person seeks the attention of a qualified medical practitioner and follows the advice they are given;
- iv) compensation under item d) will be payable after each 4 consecutive weeks of the disablement.

### What is not covered

- a) We will not pay any compensation as a consequence of a **pre-existing mental or physical condition** or for any person who, at the time of sustaining the **injury**, is under 16 or over 65 years of age.

## SECTION ONE: SPECIAL PROVISIONS

### 1. Basis of Claims Settlement

In the event of **damage** to **property** insured, **we** will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new, except that a deduction for deterioration will be made if the **property** has not been maintained in a state of good repair, provided that:

- i) the work of rebuilding or repair and restoration (which may be carried out upon another site and in any manner suitable to **your** requirements subject to **our** liability not being increased) is commenced and carried out within a reasonable time; and
- ii) when the **property** insured is **damaged** or destroyed in part only, **our** liability will not exceed the cost which **we** could have been called upon to pay if such **property** had been wholly destroyed.

**We** will not pay for 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.

### 2. Reinstatement of Sum Insured

The sum insured by this section will not be automatically reduced as the result of a claim, provided that **you** pay the appropriate additional premium to reinstate the sum insured from the date of such claim until the expiry of the relevant **period of insurance**.

### 3. Average (Underinsurance)

The sums insured by this section will be declared subject to average if at the time of **damage** to the **property** insured, the sum insured in respect of that **property** is less than 85% of its full value. If this happens, **you** will be responsible for the difference in value and will be expected to bear that share of the loss.

### 4. Subrogation Waiver

**We** agree to waive any rights or remedies or relief to which **we** may be entitled by subrogation against:

- i) any parent or subsidiary insurer(s) of the **insured** or any company which is a subsidiary of a parent company of which **you** are a subsidiary; and
- ii) any tenant or lessee in respect of **damage** to that part of the **building** occupied by the tenant or lessee or to common parts of the **building**, provided that the **damage** is not a result of a criminal, fraudulent or malicious act by the tenant or lessee.

### 5. Index Linking

The sum insured for **buildings** will be index linked and adjusted in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out without delay.

**We** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed **we** will work out a new premium for the adjusted sum insured.

### 6. Additional Interests

- i) The interest of other parties is noted in this section and **you** undertake to declare the names of such interested parties without delay following any claim.
- ii) The act or neglect of **you** or any occupier of the **premises** insured whereby the risk of **damage** is increased without the authority or knowledge of said party (parties) will not prejudice the interest of the said party (parties) in this insurance provided they notify **us** as soon as possible on becoming aware of such increased risk and pay additional premium if required.

## SECTION TWO: LOSS OF RENT

The **schedule** will show if this cover applies.

### What is covered

In the event of the **business** at the **premises** being interrupted or interfered with as a direct result of **damage** insured under Section one: Buildings, (unless cover is excluded as being below a specified amount), **we** will provide cover for :

- i) a reduction in **gross rentals**, being:  
the amount by which the **gross rentals** during the **indemnity period** falls short of the **standard gross rentals**.
- ii) an Increase in the cost of working, being:  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which, but for that expenditure, would have taken place during the **indemnity period**, not exceeding the amount of the reduction avoided, less any sum saved during the **indemnity period** in respect of the charges and expenses of the **business** payable out of **gross rentals** which cease or are reduced as a result of the **damage**.

Provided that if the sum insured by this section is less than the **annual gross rental** (or a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months), the amount payable will be proportionately adjusted.

Note 1: To the extent that **you** are accountable for Value Added Tax, all terms in this section will be exclusive of such tax.

Note 2: For the purpose of the definitions which apply to this section, any adjustment implemented in current cost accounting will be disregarded.

### What is not covered

### Limit of Liability

**Our** liability under this section is limited to the sum insured shown in the **schedule**.

## SECTION TWO: LOSS OF RENT (continued)

This section also includes the following additional benefits

### What is covered

#### Professional Accountants Charges

We will pay the reasonable charges incurred by **you** for a professional accountant to produce the particulars or details contained in **your** books of account or other business books or documents, or the proofs, information or evidence **we** require under the terms of General Condition 6 of this policy wording, and to report that these particulars or details are in accordance with **your** books of account or other business books or documents.

Provided that the amount payable under this extension will not exceed the limit of liability which applies to this section.

#### Denial of Access and Damage at Managing Agents Premises

We will provide cover for the loss of rental income resulting from the interruption of, or interference with, the **business** as the result of **damage** insured under Section one - Buildings to **property**:

- i) within a 1 mile radius of the **premises** which prevents or hinders the use of, or access to, the **premises**, regardless of whether **your property** or **premises** is **damaged** or not; and
- ii) at the premises of **your** Managing Agents.

### What is not covered

### Special Provisions

#### 1. Rent Review

In the event of the **gross rentals** being subject to a rent review during the **indemnity period** under the terms of a lease or rental agreement, then the sum insured by this section will be automatically increased by a maximum of 100%.

#### 2. Alternative Trading

If during the **indemnity period**, accommodation is provided or services rendered elsewhere than at the **premises** for the benefit of the **business**, either by **you** or by others on **your** behalf, the money paid or payable in respect of such accommodation and services will be taken into account in assessing the **gross rentals** during the **indemnity period**.

#### 3. Payment on Account

In the event of a loss, if requested by **you**, **we** will make monthly payments on account during the **indemnity period**.

#### 4. Reinstatement of Sum Insured

The sum insured by this section will not be automatically reduced as the result of a claim, provided that **you** pay the appropriate additional premium to reinstate the sum insured from the date of such claim until the expiry of the relevant **period of insurance**.

## SECTION THREE: LIABILITY

The **schedule** will show if the cover applies.

### What is covered

#### Property Owners Liability

We will indemnify **you** in respect of:

- 1) accidental **injury** to any person;
- 2) accidental **damage to property**;

occurring anywhere within Great Britain, the Channel Islands or the Isle of Man, during the **period of insurance** for:

- a) all sums which **you** become legally liable to pay as damages and in addition claimants' costs and expenses in respect of **injury** or **damage to property**, as defined in any section to which this insurance applies and which arises in connection with the **business**;
- b) all costs and expenses incurred with **our** written consent in respect of any claim against **you** which may be the subject of a claim under this insurance;
- c) solicitor's fees incurred with **our** written consent to represent **you** at:
  - i) any coroner's inquest or fatal accident inquiry in respect of any death; or
  - ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or **damage to property**;

which may be the subject of a claim under this insurance.

#### Contractual Liability and Indemnity to Principal

We will indemnify **you** for liability in respect of **injury** or **damage to property** as follows.

To the extent that any contract or agreement entered into by the **insured** with any principal so requires, **we** will:

- a) indemnify the **insured** against liability assumed by the **insured**;
- b) indemnify the principal in like manner to the **insured** in respect of the liability of the principal arising out of the performance by the **insured**, provided that:
  - i) **we** retain the sole conduct and control of all claims;
  - ii) the principal must observe, fulfil and be subject to the terms, conditions and endorsements of this insurance; and

### What is not covered

We will not provide any cover:

- 1) for **damage to property** belonging to the **insured**, or **property** in the custody or control of the **insured** or an **employee**, other than:
  - i) the personal effects of **employees** or visitors; and
  - ii) any premises (including the contents of such premises) which is temporarily occupied by the **insured** for the purpose of carrying out work, except if that premises is leased or rented to the **insured**.
- 2) arising from the ownership, possession or use, under the control of the **insured** or any **employee**, of:
  - i) any mechanically propelled vehicle including anything attached to such vehicle, used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other insurance or security; and
  - ii) any craft (including drones) intended to travel through air or space or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- 3) caused by any **goods** after they have ceased to be in the custody or control of the **insured**, other than food or drink supplied primarily for the use of **employees** or for entertainment purposes.
- 4) arising from professional advice given separately for a fee or other remuneration by the **insured** or anyone on behalf of the **insured** in circumstances where a fee would normally be charged;
- 5) in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the **insured** has requested that there is no such limitation and has accepted the terms offered by **us** in granting such cover which will be endorsed onto this policy.

## SECTION THREE: LIABILITY (continued)

### What is covered

- iii) the indemnity granted under a) above will only apply in respect of liability to an **employee**.

Where indemnity is granted to a principal **we** will treat the principal and the **insured** as though a separate insurance had been issued to each party, provided that nothing in this clause will increase **our** liability to pay any amount in excess of the amount stated in the limits of indemnity.

### What is not covered

- 6) in respect of liability which is assumed by the **insured** by agreement (other than liability arising out of a condition of warranty of **goods** implied by law) unless such liability would have attached in the absence of such agreement.
- 7) in respect of any liability for **punitive or exemplary damages**, or **multiplying compensatory damages**.
- 8) in respect of any liability for **terrorism**.
- 9) in respect of:
- i) **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by the **insured**;
  - ii) the loss of or **damage** to, or any costs or expense incurred in, repairing, replacing, removing, rectifying, recalling or making any refund in respect of **goods**;
  - iii) loss or **damage** arising from the failure of **goods** to perform their intended function;
  - iv) liability arising from **goods** used with the **insured's** knowledge in connection with aircraft, watercraft or offshore structures;
  - v) liability directly or indirectly caused by or arising out of pollution or contamination of **buildings** or other structures or of water or land or the atmosphere. Provided that this exclusion will not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**;
  - vi) **injury** or **damage**, or costs or expenses of any nature, directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health;
  - vii) **injury** or **damage**, or costs or expenses of any nature, directly or indirectly caused by resulting from or in connection with any fungus of any kind including, but not limited to, mildew, mould, spores or allergens.

### Limit of Indemnity

The maximum amount payable under this section in respect of damages for any claim or series of claims against the **insured** arising out of one occurrence will not exceed the limit of indemnity stated in the **schedule**.

Any costs and expenses which may be the subject of indemnity under this insurance will be payable in addition to the limit of indemnity.

## SECTION FOUR: CONTENTS

The **schedule** will show if this cover applies

### What is covered

#### Insured events

We will pay for **damage to contents** during the **period of insurance** caused by the following insured events:

- 1 Fire, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.
- 3 Theft or attempted theft involving forcible and violent entry to or exit from the **buildings**.
- 4 Hold up by violence and/or threats of violence to **you** or **your employees**.
- 5 Storm
- 6 Flood
- 7 Escape of water from any tank, apparatus or pipe.
- 8 Leakage of oil from any fixed oil heating installation.
- 9 Aircraft and other aerial devices or articles dropped from them.
- 10 Breakage or collapse of television and radio aerials, external satellite dishes, aerial fittings and masts.
- 11 Impact by any vehicle or animal, falling trees or branches other than if caused by felling or lopping by **you** or on **your** behalf.

### What is not covered

The first £250 of every claim unless stated otherwise in this document or in the **schedule**.

- **Damage to property** caused by it undergoing any heating process or process involving the application of heat.
- **Damage** to electrical equipment caused by its short circuiting or overrunning not resulting in fire.
- **Damage** occasioned by or happening through confiscation or destruction, seizure or requisition by the government or any public authority.
- **Damage** by or in collusion with any member of **your** family or **employees**.
- **Damage** while the **buildings** are **unoccupied**.
- **Damage** by, or in collusion with any member of **your** family or an **employee**.
- **Damage** while the **buildings** are **unoccupied**.
- **Damage** by frost, **subsidence, heave** or **landslip**.
- **Damage to property** in the open.
- **Damage** caused solely due to a change in the water table level.
- **Damage** by frost, **subsidence, heave** or **landslip**.
- **Damage to property** in the open.
- **Damage** caused solely due to a change in the water table level.
- **Damage** caused by vapourisation, smoke and smudge due to defective oil heating installations.

### Limit of Liability

**Our** liability under this section is limited to the sum insured shown in the **schedule**

## SECTION FOUR: EXTRA BENEFITS INCLUDED WITH CONTENTS

The **schedule** will show if this cover applies

### What is covered

We will also cover the following

#### Contents Temporarily Removed

**Contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes and whilst in transit to or from anywhere within Great Britain, the Isle of Man or the Channel Islands.

#### Debris Removal

We will pay the costs incurred with **our** prior consent for the removal of debris of the damaged **contents** from the **premises** or the area immediately adjacent to the **premises**. Provided always that **our** liability under this clause and this section in respect of any item will not exceed the sum insured stated in the **schedule**.

### What is not covered

- We will not pay more than 15% of the sum insured for **contents** for any one claim.
- **Damage** by theft or attempted theft to **contents** whilst in transit.

### Special Provisions

#### 1. Basis of Claims Settlement

In the event of **damage** to **contents**, we will pay the full cost of repair, replacement or reinstatement to a condition equal to but not better or more extensive than its condition when new, provided that such repair, replacement or reinstatement is undertaken without delay and such cost has been incurred.

If we can repair or replace the **damaged contents** but we agree to **your** request for a cash settlement, we will only pay what it would cost us to repair or replace the **contents** using **our** suppliers.

#### 2. Reinstatement of Sum Insured

The sum insured by this section will not be automatically reduced as the result of a claim, provided that **you**:

- pay the appropriate additional premium to reinstate the sum insured from the date of such claim until the expiry of the period of insurance; and
- take steps, without delay, to effect any additions or variations in security that we may require.

#### 3. Average (Underinsurance)

The sums insured by this section will be declared subject to average if at the time of **damage** to the **property** insured, the sum insured in respect of that **property** is less than 85% of its full value. If this happens, **you** will be responsible for the difference in value and will be expected to bear that share of the loss.

#### 4. Non-Invalidation

The insurance provided by this section will not be invalidated by any act, omission or alteration which increases the risk of **damage** which is unknown to **you** or beyond **your** control, provided that **you** give us notice and pay any additional premium required as soon as **you** become aware of such increased risk of **damage**.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of **your** insurance unless otherwise stated in this policy.

### 1. Wear and Tear

This insurance does not cover **damage** arising from wear and tear, corrosion, rot of any kind or anything that happens gradually.

### 2. Invalid Payments

This insurance excludes all claims for loss of **property** where the loss results from **you** handing **property** to a third party in return for payment or promise of payment (by any means), and such payment proves to be false, fraudulent or otherwise invalid or uncollectible for any reason.

### 3. Indirect Loss

This insurance does not provide any cover for loss of use, delay, indirect loss or loss of market unless specifically specified otherwise.

### 4. Territorial Limits

This insurance does not cover any **damage** occurring outside the limits of Great Britain, the Channel Islands or the Isle of Man unless otherwise stated in the **schedule**.

### 5. War

This insurance does not cover any **damage** or bodily **injury** 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.

### 6. Government, Public or Local Authority

This insurance does not cover any **damage** caused by or happening through:

- i) confiscation, requisition or destruction by order of any government or any public authority; or
- ii) riot, civil commotion, strikes, lockouts or labour disturbances.

### 7. Nuclear and Radioactive Contamination

This insurance does not cover any **damage**, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

### 8. Biological or chemical materials

This insurance does not cover **damage** or costs or expenses of any nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

### 9. Sonic Bang

This insurance does not cover any **damage**, cost or expense resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 10. Terrorism Exclusion

Unless specifically specified otherwise, this insurance excludes **damage**, cost or expense of any nature, directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes **damage**, cost or expense of any 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 **we** allege that by reason of this exclusion, any **damage**, cost or expense is not covered by this insurance the burden of proving the contrary will be upon the **insured**.

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

## GENERAL EXCLUSIONS (continued)

### 11. Electronic Data

#### a) Electronic Data Exclusion

Unless specifically stated otherwise:

- i) This insurance does not cover, **damage**, distortion, erasure, corruption or alteration of **electronic data** from any cause (including, but not limited to, **computer virus**), loss of use, reduction in functionality or cost or expense of any nature resulting from such cause, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- ii) However, in the event that a peril listed below results from any of the matters described in paragraph i) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical **damage** occurring during the **period of insurance to property** directly caused by such listed peril.

#### Listed Perils

Fire  
Explosion

#### b) Electronic Data Processing Media Valuation

Unless specifically stated otherwise:

If electronic data processing media insured by this insurance suffers physical **damage** which is covered by this insurance, the basis of valuation will be the cost of the blank media plus the costs of copying the **electronic data** from back-up or originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **electronic data**. If the media is not repaired, replaced or restored, the basis of valuation will be the cost of the blank media. However, **we** will not pay any amount relating 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 purpose of this exclusion only:

**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, which transmit themselves through a computer system or network of any nature. This includes, but is not limited to, 'Trojan Horses', 'worms' and 'time or logic bombs'.

### 12. Pollution and Contamination

This insurance does not cover **damage** caused by or arising from any kind of seepage or any kind of pollution and/or contamination.

### 13. Micro Organism exclusion

This insurance does not cover **damage** or any cost, expenses or other sum directly or indirectly arising out of or relating to:

mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- i) any physical **damage** to insured **property**;
- ii) any insured event or cause;
- iii) any loss of use, occupancy or functionality; or
- iv) any action required, including but not limited to, repair, replacement, removal, clean up, reduction, disposal, relocation or steps taken to address medical or legal concerns.

## GENERAL EXCLUSIONS (continued)

### 14. Workmen's exclusion

This insurance does not cover 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.

### 15. Asbestos Endorsement

This insurance will cover asbestos which is physically integrated in an insured **building** or structure but will only cover that part of the asbestos which has been physically **damaged** by insured events 1 to 10 of Section one: Buildings of this policy wording.

Cover is subject to the terms and conditions of this policy in addition to the following specific limitations:

- i) The **building** or structure must be insured under this policy for **damage** caused by a listed peril.
- ii) The listed peril must be the direct and sole cause of the **damage** of the asbestos.
- iii) The **insured** must report to **us** the existence and cost of the **damage** as soon as possible after the listed peril first **damaged** the asbestos, but no later than twelve months after the expiration or termination of the policy.
- iv) This insurance will provide no cover (including, without limitation in respect of business interruption, delay of repair or other indirect loss) in respect of:
  - wear and tear or inherent defect, quality or vice in or of any asbestos;
  - any compliance with or breach of any legal or other duty or obligation (including, without limitation, any duty arising from any contract or statute or any instruction, request or order of any court or governmental or regulatory authority) by any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (**damaged** or otherwise); or
  - any asbestos which is not physically damaged.

### 16. Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## GENERAL CONDITIONS

There are conditions contained within this policy that are conditions precedent to **our** liability. If **you** do not comply with any of these conditions precedent **your** claim may be rejected or **your** claim payment could be reduced. In some circumstances **we** may treat this insurance as though it never existed.

The following conditions precedent apply to all sections of the policy unless otherwise stated:

### 1. Alarm Protections Maintenance Clause

In respect of **damage** following entry or resulting from entry, attempted entry or exit from the **premises** by forcible or violent means, it is a condition precedent to **our** liability under this insurance that:

- a) In respect of any **alarm system** installed at the **premises**:
  - i) a maintenance contract is maintained in force and adhered to during the **period of insurance**, with the installing company or other such company approved by **us**;
  - ii) the **premises** are not left unattended unless:
    - the **alarm system** is tested and set in its entirety and, where the equipment permits, any central station to which the **alarm system** is connected has acknowledged the setting signal;
    - as far as **you** or **your** representative is aware, the **alarm system** is in full and efficient working order;
    - **our** agreement is obtained in writing before replacing, extending or otherwise altering the **alarm system**;
  - iii) **we** are notified in writing without delay if:
    - the **insured** or a representative receives written notification from a police authority that they may be withdrawing response to alarm calls; or
    - the **insured** or a representative is served with an abatement notice under the Environmental Protection Act 1990 (as amended by the Clean Neighbourhoods & Environment Act 2005).
- b) Whenever the **premises** are left unattended:

Further to point 1. a) ii) above,

  - i) all locks and other protective devices are in full operation;
  - ii) all keys (including those relating to any part of the **alarm system**) are:
    - removed from the **premises** or
    - placed within a locked safe or strongroom, the keys to which are themselves removed from the **premises**.

**Definition:** For the purposes of this condition, **alarm system** means a device or system which gives an audible, visual or other form of signal to bring attention to an unauthorised intrusion, including all lines and equipment used to transmit a signal to and from the **premises**.

### 2. Fire Appliance Maintenance Clause

In respect of **damage** caused by fire:

- a) the **insured** maintains all fire extinguishing appliances contained in the **premises** in full working order during the **period of insurance**; and
- b) inform **us** without delay of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area without protection for 12 hours or more.

This clause will not apply to any defect in any of the appliances due to circumstances unknown or beyond **your** control.

### 3. Regulations and Health & Safety Requirements

It is a condition precedent to **our** liability under this insurance that all current local and national regulations, inspections and certifications applicable to both property owners and property occupiers are complied with. If **you** do not meet these regulations, and a claim happens as a result, **we** will not be able to pay **your** claim unless **you** can prove that **your** breach in no way could have increased the risk of the **damage**.

## GENERAL CONDITIONS (continued)

### 4. Non Contribution

This insurance does not cover any **damage** which, at the time of the occurrence of such **damage**, is more specifically insured by any other policy. However, **we** will provide indemnity for any amount above the maximum limit of indemnity which applies to the other policy - up to the maximum limit of indemnity which applies to this insurance.

### 5. Due Diligence

**You** must at all times use due diligence and do and agree to do all things reasonably practicable to avoid or reduce any **damage**, liability or **injury**.

### 6. Claims Notifications

Following any event which may give rise to a claim, **you** must:

- a) Notify the details of the event as soon as it is practically possible. Contact the claims administrator on **0144 322 9513** between the hours of 8.30 am to 5 pm. Outside of these hours the 24 hour emergency helpline number is **0172 476 1378**. Alternatively **you** can email [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com) or write to Adjusting Associates LLP, Unit 2, Sovereign Court, Sterling Drive, Llantrisant, Rhondda Cynon Taff, CF72 8LX.
- b) Provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds for **your property**, including any supporting evidence and information that is required. **You** will only be asked for information relevant to **your** claim and **we** will pay the reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.
- c) In the event of theft, loss of money, riot or malicious **damage**, inform the police without delay and offer them all reasonable assistance in the apprehension of the person(s) responsible and the recovery of any stolen **property**.
- d) If a claim for liability is made against **you**, every letter, writ, summons and process must be notified or forwarded to the claims administrator without delay upon receipt. **You** must also notify them without delay, in writing, of any impending prosecution, inquest or fatal accident inquiry in connection with such claim.

**You** must not abandon any property to **us** or the claims administrator without written permission.

For claims under Section three: Liability, **you** must send the claims administrator 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 written permission.

### 7. Handling of Claims

**You** must not incur any expense in making good any **damage**, admit liability or offer or agree to settle any claim without the prior consent of **us** or the claims administrator.

**We** are entitled to take over and conduct, in **your** name, the defence of any claim, and to prosecute, for **our** benefit, any claim against any third party.

**We** will have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

### 8. Alterations

This insurance may be invalidated by any alteration in the **business**, or in the **premises** or **property** within the **premises** after the start date of the **period of insurance**:

- a) by removal;
- b) if the risk of **damage** is increased; or
- c) where **your** interest ceases, except by will or operation of law,

unless such alteration is accepted by **us** in writing.

## GENERAL CONDITIONS (continued)

### 9. Premium Adjustment

Where the premium is calculated on statements and estimates provided by **you**, **you** must keep an accurate record of all relevant particulars and allow **us** to inspect such record at any reasonable time.

Within one month of the expiry of each **period of insurance**, **you** must provide any information **we** require for that period and the premium will be adjusted accordingly, subject to any agreed minimum premium.

### 10. Your Duties

**You** must:

- a) maintain the **premises**, machinery, plant and equipment in a satisfactory state of repair.
- b) take all reasonable precautions to prevent **damage** or **injury** and make good any defect of danger which becomes apparent.
- c) take all reasonable precautions for the safety and protection of **property**, including the selection and supervision of **employees**, and not do or permit anything which increases the risk of **damage** or **injury**.
- d) comply with all statutory requirements and other safety regulations imposed by any authority.
- e) keep books with a complete record of purchases and sales.

### 11. Salvage

Following the notification of a claim or an incident which might give rise to a claim, **you** give **your** permission that **we** or **our** agent or representative may enter the **building** where the **damage** has occurred, take and keep possession of any of the **property** insured and deal with the salvage in a reasonable manner.

### 12. Fraudulent Claims

- a) If **you** make a fraudulent claim under this insurance, **we**:
  - i) are not liable to pay the claim; and
  - ii) may recover (from **you**) any sums paid by **us** to **you** in respect of the claim; and
  - iii) may, by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If **we** exercise **our** right under clause a) iii) above:
  - i) **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim);  
and
  - ii) **we** need not return any of the premiums paid.

### 13. Cooling Off Period

If **you** decide not to proceed with this insurance, the policy may be cancelled, without giving reason, by giving cancellation instructions to **your** broker within 14 days of either:

- a) the date **you** received the policy documentation; or
- b) the start date of the **period of insurance**,

whichever is later.

**We** will allow a full refund of any premium paid provided that no claims have been reported and no incidents have arisen which could result in a claim under this policy.

## GENERAL CONDITIONS (continued)

### 14. 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**.

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.

### 15. Automatic Reinstatement of Loss

A sum insured will be automatically reinstated provided that following a claim **you** agree to pay any additional premium required by **us** to reinstate the sum insured. This will be calculated at a pro-rata rate from the date of the claim to the expiry date of the relevant **period of insurance**.

### 16. Notice

**You** must notify **us**, via **your broker**, when any **building** or part of a **building** becomes **unoccupied**, or when an **unoccupied building** or part of a **building** is again occupied. When **you** tell **us** about this change, **we** may change the terms of the cover and **you** may have to pay an additional premium.

## LEGAL AND REGULATORY INFORMATION

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

A person who is not party to 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**

HCC International Insurance Company plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if HCC International Insurance Company plc is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

### **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.

### **The Insurer**

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

## COMPLAINTS PROCEDURE

**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](mailto: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](mailto: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

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](mailto:complaint.info@financial-ombudsman.org.uk).

**You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://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>.

## ENDORSEMENTS

Operative only when shown in the schedule

### CX01 - 'Day One' Reinstatement

The premium has been calculated on the Declared Value provided by **you** for each item.

Declared Value means **your** assessment of the cost of reinstatement of the **property** insured, arrived at in accordance with the 'Basis of Claims Settlement', at the level of costs applying at the commencement of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with where applicable, due allowance for fees debris removal and local authorities (as defined within Section One - Buildings).

The sum insured will be declared subject to average if at the time of **damage** to the **property** insured, the Declared Value in respect of that **property** is less than the cost of reinstatement at the start date of the relevant **period of insurance**. If this happens, **you** will be responsible for the difference in value and will be expected to bear that share of the loss.

At the start date of each **period of insurance** **you** must notify **us** of the Declared Value of each item. In the absence of such declaration, the last amount declared by the **insured** will be taken as the Declared Value for the ensuing **period of insurance**.

### CX02 - Accidental Damage

Cover for the Insured Events listed in Section One: Buildings is extended to include **accidental damage**, excluding:

- a) Wear, tear, depreciation or reduction in value.
- b) **Damage** caused by or arising from:
  - i) **subsidence**, ground, **heave** or **landslip**;
  - ii) normal **settlement**, cracking, shrinkage, bulging, expansion or collapse of **buildings**, roadways, paths, yards, car parks or swimming pools;
  - iii) faulty workmanship, defective design, plan or specification or the use of faulty materials;
  - iv) scratching, denting, mechanical or electrical defect, failure or breakdown;
  - v) atmospheric or climatic conditions or anything that happens gradually, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests;
  - vi) any process involving cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any **property**;
  - vii) the failure to use an item in accordance with the manufacturer's instructions;
  - viii) the **insured** voluntarily parting with title or possession of any **property** if induced to do so by fraudulent scheme, trick, device or false pretence; or
  - ix) the insertion of counterfeit coins or other foreign articles in vending machines
- c) **Damage** resulting from any exclusions to the Insured Events listed in Section One: Buildings.
- d) **Damage** to moveable **property** in the open and to fences, walls, gates and hedges.

## ENDORSEMENTS (continued)

### CX03 - Subsidence

Cover for the Insured Events listed in Section One: Buildings are extended to include **subsidence, heave and landslip** of the site on which the **buildings** stand, excluding:

- a) **damage** to such **buildings** or any part of the **buildings** during erection or while undergoing demolition, structural alteration or structural repair.
- b) **damage** to fences, walls and gates unless the **buildings** are **damaged** at the same time.
- c) **damage** resulting from the bedding down of newly erected structures or the **settlement** or movement of made up ground or the compaction of infill.
- d) **damage** due to defective design or workmanship or the use of defective materials.
- e) the first £1,000 of any claim.

**You** must notify **us**, via **your broker**, without delay on becoming aware of building demolition or excavation operations at any site adjoining the **premises** and pay any additional premium which may be required.

### CX04 - Flat Roof Exclusion

We will not pay for any **damage** to flat roofs or **damage** caused by ingress of water through flat roofed areas of the **buildings**.

### CX05 - Amenities Condition

It is a condition of this insurance that all water, electricity and gas supplies be turned off at the mains at all times and the water and central heating systems must be drained, unless:

- i) **you** have chosen to leave the central heating system in the **premises** in operation between 1<sup>st</sup> October and 31<sup>st</sup> March (both dates inclusive), to maintain a minimum constant temperature of 15°C throughout the **premises**.
- ii) this would involve restricting the water, electricity and / or gas supplies to any occupied living accommodation at the **premises**.
- iii) this would prevent the alarm system installed at the **premises** from operating

### CX06 - Inspection Warranty

It is a condition of this policy that the **Property** is inspected at least every 14 days and records of such visits kept by either **you**, **your agent**, or appointed (responsible) third party employed to do so by **you**.

## 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](mailto: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](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](mailto: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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ANDREW COPELAND INSURANCE