



AmTrust Europe
An AmTrust Financial Company

Residential Property Owner Policy Document



Insurance with a different perspective

Introduction

Thank **You** for choosing AmTrust Europe.

This **Policy** wording, the **Schedule**, any statement of fact or proposal and any endorsements, set out the terms of the contract between **You** and **Us**. Please read all of these documents to make sure they provide the cover **You** want. If they are not correct, or do not meet **Your** needs, please immediately return them to the person who arranged this insurance for **You**.

The **Schedule** identifies the operative Sections of cover and their **Sums Insured** and limits of indemnity (the amount of cover **You** have).

You must inform **Us** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether a fact is material or not, please contact your insurance adviser

Your Policy is designed to be amended easily and **We** will issue a new **Schedule** or endorsement each time the cover under the **Policy** is altered. **You** must also tell **Us** if at any time the **Sums Insured** shown in the **Schedule** are insufficient.

Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

If **You** decide that **You** do not wish to accept this **Policy**, return it within 14 days of receiving it and providing no claims have been made, **We** will refund the full premium.

Signed for and on behalf of AmTrust Europe Limited



K W Wardell
Managing Director

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

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Your Policy

In consideration of the payment of the premium **We** shall provide insurance against loss, destruction, **Damage** or liability occurring at any time during the **Period of Insurance** (or any subsequent period for which **We** accept a renewal premium) in accordance with the **Sections** of the **Policy** shown as operative in the **Schedule** subject to the exclusions, provisions and conditions of the **Policy**.

The **Policy** and the **Schedule** should be read together as one contract and the Proposal Form or Statement of Fact made by **You** is the basis of the contract.

Definitions

Certain words in this **Policy** have special meanings. These meanings are given below or defined at the beginning of the appropriate **Section**.

To help **You** identify these words in the **Policy**, **We** have printed them in bold type throughout.

Building(s)

The **Buildings** or **Flat(s)** at the risk address or addresses stated in the **Schedule** built of brick stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt and the following at the risk address which belong to **You** and are **Your** legal responsibility: swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences and hedges, domestic outbuildings and garages on nearby sites.

Landlords fixtures and fittings in or on the **Buildings** and not otherwise described under **Contents**.

Flat(s)

A self contained unit of residential accommodation forming part of the **Building**.

Business

The ownership by **You** of the **Property** insured including:

- a Maintenance, occupation or use of the **Property** insured by **You**;
- b The provision and management of canteen, sports, social or welfare organisations for the benefit of **Your** employees and fire security, first aid, medical and ambulance services;
- c Private work undertaken with **Your** prior consent by **Your** employees or any director or senior official of **You**.

Contents

Contents of Common Parts and **All Other Contents**.

Contents of Common Parts

Fitted carpets, furnishings and other contents in reception and storage areas and other communal parts of the **Buildings** including:

- a The contents of fuel tanks;
- b Portable communal property in the open grounds of and used in connection with the **Buildings**.

All other Contents

Any **Contents** that are not **Contents of Common Parts**, including:

- a Deeds, documents, manuscripts and **Business** books, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £10,000 in total and so far as they are not otherwise insured;
- b Partners', directors' and employees' personal effects of every description (other than motor vehicles) whilst in the **Buildings** for an amount not exceeding £500 for any one person;
- c Household goods, furniture and furnishings of every description belonging to **You** or for which **You** are legally responsible including:
 - 1 Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling;
 - 2 Telephones;
 - 3 Gas and electric cookers and meters.

Damage

Loss, destruction or damage.

Excess

The first part of each and every claim for which **You** are responsible.

Period of Insurance

The period from the Policy start date to the renewal date as shown in the **Schedule**.

Policy

The documents consisting of this policy booklet, the current **Schedule**, statement of facts or proposal form **You** complete, and any endorsements issued by **Us**.

Property

Buildings, Contents of Common Parts, All other Contents and other **Property** belonging to **You** or for which **You** are legally responsible, as shown and/or described in the **Schedule**.

Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sink, wash basin, w.c., bath and shower, carpeting and internal joinery, but excluding external window replacement.

Schedule

The current Insurance **Schedule** provided by **Us**, detailing the cover and forming part of the **Policy**.

Section

The parts of this **Policy** that detail the insurance cover provided for each individual section of this **Policy**.

Sum Insured

The maximum amount **We** will pay for each item insured under any **Section**.

Terrorism

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.

Unoccupied

Any **Building** or part of **Building** or **Flat** which is empty, disused, unfurnished, untenanted or no longer in active use by **You** or any of **Your Tenants**.

We, Us, Our

AmTrust Europe Limited, whose registered address is:

Market Square House
St James's Street
Nottingham
NG1 6FG

Company Registration. 1229676

You, Your

The policyholder named in the **Schedule**.

Section 1 – Property Damage

Cover

We will cover **You** against **Damage** to the **Property** caused by an Insured Peril shown below.

We will not cover **You** for the **Excess** which is shown in the **Schedule**.

Insured Perils

a Fire, explosion, lightning and earthquake.

b Smoke.

EXCLUDING any **Damage**:

1 which happens gradually.

c Riot, civil commotion, strikes, labour or political disturbances.

EXCLUDING any **Damage**:

1 while the **Buildings** are **Unoccupied** except as provided for in general policy Condition 3.

d Aircraft or aerial devices or articles dropped from them

e Malicious acts or vandalism.

EXCLUDING any **Damage**:

1 caused by **You**;

2 in **Excess** of £5,000 caused by any person lawfully allowed in **Your Buildings**;

3 caused when the **Buildings** are **Unoccupied** except as provided for in general policy Condition 3.

f Impact by any road vehicle or animal.

g Storm or Flood.

EXCLUDING any **Damage**:

1 caused by frost, subsidence, ground heave or landslip;

2 caused only by a change in the water table;

3 to walls, gates, fences, hedges and any moveable **Property** in the open;

4 to open-fronted or open-sided **Buildings** or to **Property** contained therein;

5 while the **Buildings** are **Unoccupied** except as provided for in general policy Condition 3.

h Escape of water or oil from any tank, apparatus or pipe or fixed heating installations.

EXCLUDING and Damage:

- 1 while the **Buildings** are **Unoccupied**;
 - 2 to the appliance or system from which the water or oil escaped;
 - 3 by water discharged or leaking from any automatic sprinkler installation.
- i Water freezing in any tank, apparatus or pipe or fixed heating installations.

EXCLUDING any Damage:

- 1 while the **Buildings** are **Unoccupied**;
 - 2 in Excess of £2,500;
 - 3 to any automatic sprinkler installation.
- j Accidental escape of water from any automatic sprinkler installation in the **Buildings** not caused by explosion, earthquake, subterranean fire or heat caused by fire.

EXCLUDING any Damage:

- 1 while the **Buildings** are **Unoccupied**

k Theft or attempted theft.

EXCLUDING:

- 1 Any theft or attempted theft which does not involve forcible and violent entry into or exit from the **Buildings**;
 - 2 **Damage** caused by any person lawfully allowed in the **Buildings**;
 - 3 Theft or attempted theft while the **Buildings** are **Unoccupied**;
 - 4 Cash, bank and currency notes;
 - 5 Securities and documents of any kind.
- l Falling trees, branches, telegraph poles, lamp-posts or pylons, radio and television receiving aerials (including satellite dishes) their fittings and masts.

EXCLUDING any Damage:

- 1 arising from felling or lopping of trees or branches.
- m Subsidence and/or heave of the site on which the Building stands and/or landslip – to be read in conjunction with Section Condition 3.

EXCLUDING any Damage:

- 1 as a result of landslip caused by or resulting from coastal or river or watercourse erosion;

2 which originates prior to the inception of this cover;

3 caused by faulty design, workmanship or material;

4 caused by demolition, construction, structural alteration or repair to any **Buildings** or ground works or excavation;

5 caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are damaged at the same time and by the same cause;

6 caused by settlement or movement of made up ground;

7 caused by the normal settlement or the bedding down of new structures;

8 to swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences or hedges unless the outside walls of the **Buildings** are damaged at the same time and by the same cause.

n Accidental breakage of fixed glass and sanitary fixtures forming part of the **Buildings**, including double glazing, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns.

EXCLUDING:

1 **Damage** while the **Buildings** are **Unoccupied**;

2 **Damage** to accessories and fittings;

3 **Damage** to ceramic hobs in freestanding cookers;

4 Chipping, denting or scratching.

o Accidental **Damage** by external means to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the **Property** to the public supply, for which **You** are legally responsible.

EXCLUDING any **Damage**:

1 caused by rust, corrosion or other wear and tear;

2 due to a fault or limit of design, manufacture, construction or installation.

Extensions

1 – Accidental Damage

Operative only if identified as “INCLUDED” in the **Schedule**

EXCLUDING any **Damage**

a caused by or consisting of or arising from or attributable to:

1 any of the Insured Perils;

2 any of the exclusions to the Insured Perils.

b caused by or consisting of inherent vice, latent defect,

gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude **Damage** which itself results from a cause not otherwise excluded;

c caused by or consisting of faulty or defective workmanship, operational error or omission by **You** or any of **Your** employees but this shall not exclude:

1 such **Damage** not otherwise excluded which itself results from an insured peril

2 subsequent **Damage** which itself results from a cause not otherwise excluded.

d as a result of acts of fraud or dishonesty by any partner, director or any of **Your** employees but this shall not exclude such **Damage** not otherwise excluded which itself results from Insured Perils a) to m)

e caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour flavour, texture or finish but this shall not exclude:

1 such **Damage** not otherwise excluded which itself results from Insured Perils a) to m);

2 subsequent **Damage** which itself results from a cause not otherwise excluded.

f consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam

and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such a breakdown or derangement originates but this shall not exclude:

1 such **Damage** not otherwise excluded which itself results from Insured Perils a) to m);

2 subsequent **Damage** which itself results from a cause not otherwise excluded.

g caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information;

h to any **Building** or structure caused by its own collapse or cracking, but this shall not exclude such destruction or **Damage** resulting from other **Damage** in so far as it is not otherwise excluded;

i in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust;

j resulting from **Property** insured undergoing any process of production, packing, treatment, testing, commissioning, service or repair;

k in respect of:

1 jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books;

2 **Property** in transit;

3 glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects but this shall not exclude **Damage** which itself results from Insured Perils a) to m) in so far as it is not otherwise excluded;

4 money, cash, bonds or securities of any description.

l to:

1 vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;

2 **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures;

3 land, roads, pavements, piers, jetties, bridges, culverts or excavations;

4 livestock, growing crops or trees but this shall not exclude such **Property** specifically described in the **Schedule**.

5 caused by electrical or magnetic or erasure of electronic recordings.

m whilst the **Building** is **Unoccupied**.

2 – Locks and Keys

We will pay for the cost of replacing locks and keys of doors and windows for which **You** are responsible, such costs being necessarily incurred to keep the **Buildings** secure if the keys are stolen using force and violence, up to an amount of £1,000 any one claim and £20,000 any one **Period of Insurance**.

3 – Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, **We** will pay the costs necessarily and reasonably incurred by **You** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of £2,500 any one claim and £20,000 any one **Period of Insurance**.

4 – Metered Supplies

The cover afforded by the **Section** includes the additional water, gas, electricity or other metered supply charges incurred by **You** in consequence of **Damage**, and for which **You** are legally responsible, up to an amount of £1,000 any one claim and £20,000 any one **Period of Insurance**.

We will not pay for such charges incurred whilst any **Building** is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period following the **Damage**, less the charge paid by **You** for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting **Your** supply consumption.

5 – Landscaped Grounds

The cover afforded by this **Section** includes costs incurred by **You** in consequence of **Damage** to the **Buildings**, up to an amount of £1,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

6 – Emergency Services

The cover afforded by this **Section** includes costs incurred by **You** following **Damage** to the **Buildings** caused by the Fire Brigade or other emergency services attending the **Buildings** up to an amount of £1,000 any one claim.

7 – Fire Extinguishers and Sprinklers

We will pay the reasonable costs incurred by **You** in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of **Damage** by an insured peril.

Basis of Settlement

We will pay **You** the value of the **Property** Insured at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace such **Property** or any parts of such **Property**.

The most **We** will pay for any one claim is:

- a the total **Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in this **Section** whichever is the less at the time of **Damage**;
- b the amount of the **Sum Insured** or limit of liability remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **We** agree to reinstate any such **Sum Insured** or limit of liability.

1 – Automatic Reinstatement

In the absence of written notice by **Us** to the contrary, in consideration of **Sums Insured** not being reduced by the amount of any claim, **You** will pay the appropriate additional premium on the amount of the claim from the date of **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of any **Damage** as a result of Insured Peril k) - Theft or attempted theft.

2 – Basis of Settlement Adjustments

In calculating the most **We** will pay for any one claim, adjustments shall be made in accordance with the following clauses:

a – Reinstatement

Subject to the Special Conditions set out below, the basis on which the amount payable for **Buildings** and **Contents** is to be calculated will be the reinstatement of the **Property Damaged**.

For this purpose “reinstatement” means:

- a The rebuilding or replacement of **Property** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
 - 1 In any manner suitable to **Our** requirements;
 - 2 On another site.
- b The repair or restoration of **Property Damaged**.

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

Special Conditions applicable to 1 – Reinstatement

- a **Our** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable if such **Property** had been wholly destroyed.

b no payment beyond the amount **We** would have paid in the absence of this clause will be made :

- 1 unless reinstatement commences and proceeds without unreasonable delay
- 2 until the cost of reinstatement has actually been incurred
- 3 where **Property** insured at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the basis of reinstatement

c all the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provision of this clause, other than where they are expressly varied by the terms of this clause.

b – Index Linking

The **Sums Insured** will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured**.

For **Buildings**, the general building cost index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or for residential premises the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index **We** decide upon) will be used.

For **Contents of Common Parts and All other Contents** shown and/or described in the **Schedule**, the Retail Price Index (or some other suitable index **We** decide upon) will be used.

The above percentage changes will continue to be applied between the date of any **Damage** and the date when replacement or repair has been completed.

c – Average (Underinsurance)

The **Sums Insured** by any item for **Buildings** or **Contents** are declared to be separately subject to Average. Average means that if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **Us** will be proportionately reduced.

d – Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **You** covering any of the **Property Damaged**, **Our** liability under this **Section** shall be limited to **Our** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, **Our** liability under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

e – Public Authorities (including undamaged property)

Subject to the Special Conditions set out below, cover for **Buildings** and **Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other Regulations under or formed in pursuance of any Act of Parliament, with Bye-Laws of any Public Authority or to comply with the Stipulations of European Union legislation, in respect of:

- lost, destroyed or damaged **Property**;
- undamaged portions of such **Property** excluding:
 - a the cost incurred in complying with such Regulations, Bye-Laws or Stipulations:
 - 1 in respect of **Damage** occurring prior to the granting of this cover;
 - 2 in respect of **Damage** not covered by this **Section**;
 - 3 under which notice has been served upon **You** before the date of the **Damage**;
 - 4 in respect of undamaged **Property** other than undamaged portions of damaged **Property**.
 - b The additional cost that would have been required to make good the damaged **Property** to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or Stipulations not arisen.

- c The amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the **Property**, by reason of compliance with any such Regulations, Bye-Laws or Stipulations.

Special Conditions applicable to e – Public Authorities

- a The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage**, or within such further time as **We** may allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in **Our** liability.
- b If **Our** liability is reduced by the application of any of the terms and conditions of this **Section** or of the **Policy** (other than as a result of this clause) **Our** liability under this clause will be reduced in proportion.
- c The most **We** will pay for any one claim in respect of undamaged portions of **Property** other than foundations is 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed.
- d All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

f – Sprinkler Installation Upgrading Costs

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of the original installation but did not conform to subsequent amendments to such rules.

g – Professional Fees

The **Sums Insured** for **Buildings** include an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees other than where an item covering such fees is specifically shown in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property** insured.

h – Removal of Debris Costs

The **Sums Insured** for **Buildings** and **Contents** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically shown in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in:

- a Removing debris;

- b Dismantling and demolishing;
- c Shoring up or propping;
- d Clearing, cleaning and/or repairing drains, gutters, sewers and the like for which **You** are responsible.

We will not pay for any costs or expenses incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site arising from pollution or contamination of **Property** not insured by this **Section**.

i – Removal of Debris Costs – Tenants Contents

To the extent that they are not otherwise insured, cover includes unrecoverable costs necessarily incurred with **Our** consent, in consequence of **Damage**, in removing debris in respect of **Contents** for which **You** are not responsible, up to an amount of £5,000 any one claim.

We will not pay for any costs:

- a Incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site;
- b Arising from pollution or contamination of **Property** not covered by this **Section**.

j – Fixed Glass

Following **Damage** to fixed glass **We** will pay the cost of:

- a Any necessary temporary boarding up if broken glass pending full replacement;

- b Removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil on glass;
- c **Damage** to framework and to **Contents** caused by broken glass.

We will not pay for **Damage** :

- existing prior to inception of this **Policy**
- To shop fronts in the **Building** and the glass therein

k – Freeholders, Lessors and Mortgagees

When the interest of any Freeholder, Lessor or Mortgagee has been noted in the **Property** covered by this **Section**, **We** agree that this **Section** shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagee unknown to or beyond the reasonable control of the Freeholder, Lessor or Mortgagee, by which the risk of **Damage** is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to **Us** (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect.

l – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) – Storm or Flood - is deemed to be the one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

Conditions

In addition to general policy conditions the following apply:

1 – Excesses

The Excesses applying to each and every claim will be shown on the **Schedule**.

2 – Sprinkler Condition

In any **Building** where a sprinkler system is installed **You** must:

- a Maintain the system in efficient working order during the **Period of Insurance**;
- b Ensure that routine tests are carried out and any defects revealed are promptly remedied;
- c Obtain **Our** written consent to any proposed changes repairs or alterations to the system.

3 – Subsidence Condition

When required by **Us**, any cover under Insured Peril m) – Subsidence - shall be subject to a satisfactorily completed Supplementary Subsidence Questionnaire which will form part of the **Policy**.

3) Felt Roof Condition

If any **Building** insured by this **Policy** has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by **Us**.

Section 2 – Loss of Rent

Definitions

Rent

The money paid or payable to **You** for the use of the **Property** and its services.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

Indemnity Period

The period beginning with the occurrence of **Damage** by an Insured Peril under **Section 1**, and ending no later than 12 months thereafter during which the **Buildings** shall be affected in consequence of **Damage**.

Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in Re-letting **Buildings**, including legal fees or other charges incurred solely in consequence of such re-letting.

Cover

As a consequence of **Damage** to the **Buildings** by an Insured Peril or operative Extension under **Section 1**, We will pay up to 20% of the **Buildings Sum Insured** under **Section 1** for the **Loss of Rent** if the **Buildings** become **Unoccupied** or partly **Unoccupied** and cannot be let out.

We will pay **You**, in respect of each **Building** covered, the amount of **Your** claim for **Loss of Rent**.

Not with standing the above, the maximum **We** will pay under this **Section** will be no more than the tenant would have paid to **You**

EXCLUDING:

- a Any **Loss of Rent** arising from the tenants leaving the **Buildings** without giving **You** notice;
- b **Rent** the tenants have not paid;
- c **Loss of Rent** in respect of any **Buildings** that were **Unoccupied** immediately before the occurrence of the insured Peril giving rise to a claim;
- d Any letting or managing agents' share of the **Rent** unless agreed by **Us** and **You** are legally liable to pay their proportion under contract;
- e **Loss of Rent** after the **Buildings** are in a fit state to be occupied;
- f **Loss of Rent** for any period in Excess of 12 months.
- g Any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or be reduced.

Extensions

Costs of Re-Letting

We will pay costs that **You** necessarily and reasonably incur in reletting the **Buildings** (including legal fees) solely in consequence of **Damage**

Denial of Access

Subject to the conditions of the **Policy**, **We** will pay for loss resulting from interruption of or interference with the **Business** in consequence of **Damage**:

a to **Property** in the vicinity of the **Buildings** destruction of or **Damage** to which shall prevent or hinder the use of the **Buildings** or access thereto whether the **Buildings** or **Your Property** therein shall be **Damaged** or not (but excluding **Damage to Property** of any supply undertaking from which **You** obtain electricity gas or water or telecommunications services which prevent or hinder the supply of such services);

b to **Property** at the premises of **Your** managing agents.

shall be deemed to be loss resulting from **Damage** to **Property** used by **You** at the **Buildings**.

Basis of Settlement Clauses

Automatic Reinstatement

In the absence of written notice by **Us** to the contrary, in consideration of **Sums Insured** or limits of liability not being reduced by the amount of the claim, **You** will pay the appropriate additional premium on the amount of the claim from the date of the **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of Insured Peril k) - Theft or attempted theft.

Increase in Cost of Working

We will also pay **You** as indemnity in consequence of **Damage** for **Loss of Rent** including;

a **Increase in Cost of Working**, and;

b **Re-letting Costs**.

But **We** will not pay **You** for:

a **Increase in Cost of Working** exceeding the amount of **Loss of Rent** thereby avoided;

b Legal fees or other charges payable by any new tenant acquired in re-letting Premises in consequence of **Damage**;

Basis of Settlement Adjustments

In calculating the amounts **We** will pay **You**, adjustments shall be made in accordance with the following clauses:

a – Average

If the **Sum Insured** on **Rent** is less than the **Rent** that the tenant would have paid **You**, the amount payable by **Us** will be proportionately reduced

b – Rent Review

Where **Rent** is subject to a rent review during the **Period of Insurance**, the amount payable may be automatically increased, subject to a maximum **Rent** review increase of 75%. This does not include any increases in **Rent** resulting from alterations, additions, extensions or improvements to the **Buildings** insured or in respect of newly erected **Buildings**.

c – Alterations or Additions

Cover includes **Rent** in respect of:

- a Alterations, additions and improvements to the **Buildings**;
- b Newly acquired or newly erected **Buildings**.

Within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 20% of the total **Sum Insured** or £50,000 whichever is the less, for any one **Building**, provided that **You** shall:

- 1 Give details to **Us** within sixty (60) days of the commencement date of **Your** interest in such **Rent**;
- 2 Effect specific cover retrospective to such date, and;
- 3 Pay the appropriate additional premium.

d – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) of **Section 1 – Property Damage** is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

e – Value Added Tax

All terms in this **Section** shall be exclusive of value added tax to the extent that **You** are accountable to the tax authorities for such tax.

f – Payment on Account

We will make payments on account during the **Indemnity Period**, if **You** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

Section 3 - Employers' Liability

Definitions

Injury

Bodily injury, death, disease, illness, mental injury or nervous shock.

Employee

- a Any person under a contract of service or apprenticeship with **You**;
- b Any of the following persons whilst working for **You** in connection with the **Business**:
 - 1 Any labour master or labour only subcontractor or person supplied by him;
 - 2 Any self-employed person providing labour only;
 - 3 Any trainee or person undergoing work experience;
 - 4 Any voluntary helper;
 - 5 Any person who is borrowed by or hired to **You**.

Territorial Limits

- a Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b Elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in part a) of this Definition above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union.

Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c Any pipe or system of pipes in the sea or tidal waters;
- d Any installation which is intended to provide accommodation for persons who work on or from the locations specified in part a), b) or c) of this Definition.

Cover

The cover under this **Section** is only operative if identified as “INCLUDED” in the **Schedule**.

We will indemnify **You** against legal liability to pay compensation and claimants’ costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **You** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

Cost and Expenses

We will also pay costs and expenses incurred by **Us**, or with **Our** written consent

- a In connection with the defence of any claim;
- b For representation of **You**:
 - 1 At any coroner’s inquest or fatal accident inquiry in respect of death;
 - 2 At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury.

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a **Our** liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health & Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.
- b The Limit of Indemnity shall not exceed £5,000,000 in respect of an act of Terrorism. For the purpose of this limitation the definition of Terrorism is:-

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.

If **We** allege that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon **You**.

Extensions

1 – Indemnity to the Other Parties

If **You** so request **We** will indemnify the following parties:

- a Any officer or committee member or other member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b Any partner, director or **Employee** of the **You** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**

as though each party was individually named as a person on the **Schedule** in respect of this **Section**

- c Any principal for whom **You** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **You**.

Provided that:

- 1 Each such party shall observe, fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply;
- 2 **Our** liability to **You** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

2 – Health and Safety at Work – Legal Defence Costs

We will indemnify **You** if **You** so request any partner, director or **Employee** of **Yours** in the terms of this **Section** in respect of:

- a Costs and expenses insured with **Our** written consent;
- b Costs and expenses of the prosecution awarded against any such party.

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

Provided that:

- 1 The proceedings relate to the health, safety or welfare of any **Employee**;
- 2 **We** shall have conduct and control of all the said proceedings and appeals.

We will not pay for:

- i. Fines or penalties of any kind;
- ii. Proceedings or appeals in respect of any deliberate act or omission;
- iii. Costs or expenses insured by any other insurance.

3 – Unsatisfied Court Judgments

If a judgment for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **You** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**:

- a Is obtained by such **Employee** in any court situate within the territories specified in this **Section** Definition **Offshore Installations** a) against any person or corporate body domiciled or operating from premises within such territories and;
- b Remains wholly or partly unsatisfied six months after the date of such Judgment.

We will if **You** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied.

Provided that:

- 1 There is no appeal outstanding;
- 2 The **Employee** shall have assigned the Judgment to **Us**;
- 3 This **Section** was shown as operative in the **Schedule** at the time of the **Injury**.

4 – Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this Section, **We** will pay compensation to **You** on the following scale for each day that attendance is required:

- a Any director or partner £250
- b Any **Employee** £150

Exclusions

In addition to the general policy exclusions **We** will not pay for:

1 – Mechanically Propelled Vehicles

Liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **You** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

2 – Work on Offshore Installations

Liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

3 – Slings and Cradles

Liability in respect of **Injury** to any **Employee** operating a sling and/or cradle.

Conditions

In addition to general policy conditions the following apply:

1 – Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but **You** shall repay to the **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

2 – Certificate of Employers' Liability

If this **Policy or Section** is cancelled any certificate of Employer's Liability insurance issued hereunder is similarly cancelled from the same date.

3 – Alteration

If at any time anything shall occur or be done which materially affects the risk insured **You** shall give immediate notice in writing to **Us**.

4 – Discharge of Liability

We pay to **You** in the event of any one claim or series of claims arising out of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such a claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

5 – Other insurance

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

Section 4 - Property Owners' Liability

Definitions

Injury

- a Bodily injury, death, disease, illness, mental injury or nervous shock;
- b Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Employee

- a Any person under a contract of service or apprenticeship with **You**;
- b Any of the following persons whilst working for **You** in connection with the **Business**:
 - 1 Any labour master or labour only subcontractor or person supplied by him;
 - 2 Any self-employed person providing labour only;
 - 3 Any trainee or person undergoing work experience;
 - 4 Any voluntary helper;
 - 5 Any person who is borrowed by or hired to **You**.

Territorial Limits

- a Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b Any other member country of the European Union;
- c Elsewhere in the world in respect of **Injury** or **Damage** caused by or arising from:
 - 1 Non-manual activities of any partner, director or **Employee** of **Yours** normally resident within the territories specified in a) above and occurring during any journey or temporary visit;

2 Products.

Products

Any goods or other **Property** (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** and not in **Your** charge or control.

Pollution or Contamination

- a All pollution or contamination of buildings or other structure or of water or land or the atmosphere; and
- b All **Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination**, which arises out of or in connection with one incident, shall be deemed to have occurred at the time such incident takes place.

Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c Any pipe or system of pipes in the sea or tidal waters;
- d Any installation which is intended to provide accommodation for persons who work on or from locations specified in a), b) or c) above.

Cover

We will indemnify **You** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental:

- a **Injury** to person;
- b **Damage** to material property;
- c Nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

Cost and Expenses

We will also pay costs and expenses incurred by **Us**, or with **Our** written consent

- a In connection with the defence of any claim;
- b For representation of **You**:
 - 1 At any coroner's inquest or fatal accident inquiry in respect of death;
 - 2 At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury** or **damage**.

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

a **Our** liability for all compensation payable in respect of:

- 1 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause;
- 2 all **Injury** or **Damage** occurring during any one **Period of Insurance** and caused by and arising from **Products**;
- 3 all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**.

shall not exceed the Limit of Indemnity stated in the **Schedule**.

b In respect of all claims against **You** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all:

- 1 Claimants' costs and expenses;
- 2 Costs and expenses incurred by **Us** or with **Our** written consent in connection with the defence of such claims.

c **Our** liability shall not exceed the Limit of Indemnity shown in the **Schedule** in respect of an act of **Terrorism**.

For the purposes of this limitation the definition of an act of **Terrorism** is:

Any act, including but not limited to the use of force or violence and/or 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.

If **We** allege that by reason of this limitation any loss, **Damage**, cost or expense is not covered the burden of proving the contrary shall be upon **You**.

Extensions

1 – Indemnity to the Other Parties

If **You** so request **We** will indemnify the following parties:

- a Any officer or committee member or other member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b Any partner, director or **Employee of Yours** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this **Section** if the claim had been made against You

as though each party was individually named as a person on the **Schedule** in respect of this **Section**

- c Any principal for whom **You** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **You**.

Provided that:

- 1 Each such party shall observe, fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply;
- 2 **Our** liability to **You** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

2 – Joint Insured – Cross Liabilities

If more than one party is named as **You** in the **Schedule** this **Section** shall apply as though each were insured separately provided that **Our** liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the **Schedule**.

3 – Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** or family member of such partner, director or **Employee** normally resident within the territories specified in this **Section** Definition **Territorial Limits** a) in the course of any journey or temporary visit to any other country made in connection with the **Business**.

4 – Motor Contingent Liability

We will indemnify **You** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **You** but this **Section** does not cover liability:

- a In respect of **Damage** to such vehicle;
- b Arising out of any such use in any country outside the European Union;
- c Incurred by any party other than **You**;
- d Incurred by any party identified in Extension 1 – Indemnity to other Parties than an **Employee**.

For the purpose of this cover Exclusion 1 – Injury to **Employees** does not apply.

5 – Health and Safety at Work – Legal Defence Costs

We will indemnify **You** and if **You** so request any partner, director or **Employee** of **Yours** in the terms of this **Section** in respect of:

- a Costs and expenses incurred with **Our** written consent;
- b Costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health & Safety at work etc Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that:

- 1 The proceedings relate to the health, safety or welfare of any person other than an **Employee**;
- 2 **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for:

- a Fines or penalties of any kind;
- b Proceedings or appeals in respect of any deliberate act or omission;
- c Costs or expenses insured by any other insurance.

6 – Data Protection

We will indemnify **You** and at **Your** request any partner, director or **Employee** of **Yours** against the sums which **You** or any director, partner or **Employee** of **Yours** become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are:

- a registered user in accordance with the terms of the Act;
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one **Period of Insurance**, is limited to £100,000.

We will not pay for:

- 1 any **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- 2 any **Damage** or distress caused by any act of fraud or dishonesty;
- 3 the costs and expenses of rectifying, rewriting or erasing data;

4 liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;

5 the payment of fines or penalties.

7 – Defective Premises Act 1972

We will indemnify **You** in the terms of this **Section** against liability incurred by **You** under **Section** 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **You**.

Provided that this Extension does not cover:

- a The costs of rectifying any **Damage** or defect in the premises or land disposed of;
- b Liability for which **You** are entitled to indemnity under any other insurance

8 – Consumer Protection and Food Safety Acts – Legal Defence Costs

We will indemnify **You** and if **You** so request any partner, director or **Employee** of **Yours** in the terms of this **Section** in respect of legal costs and expenses incurred with **Our** written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

a Part 2 of the Consumer Protection Act 1987; or

b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

Provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for:

- a Fines or penalties of any kind;
- b Proceedings or appeals in respect of any deliberate act or omission;
- c Costs or expenses insured by any other policy.

9 – Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend Court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this **Section We** will pay compensation to **You** on the following scale for each day that attendance is required:

- a any director or partner £250
- b any **Employee** £150

10 – Contractual Liability

In respect of liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **Us**.

Provided that **We** shall not in any event provide indemnity:

- a under Exclusion 9) a) of this **Section** except as stated therein;
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

11 – Legionellas Liability

Exclusion 4) b) of this **Section** shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that:

a **We** will only indemnify **You**:

- 1 in respect of claims arising from **Pollution or Contamination** which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to **You** during the **Period of Insurance**; or

2 if the first notification of a circumstance which has caused or is alleged to have caused **Injury or Damage** and can be reasonably expected to give rise to a claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to **You** during the **Period of Insurance** or within thirty (30) days after expiry of the same **Period of Insurance**

b **Our** liability under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed £500,000 and for all claims arising from **Pollution or Contamination** shall not exceed the Limit of Indemnity as stated in the **Schedule**.

c This Extension shall not apply to any claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the **Period of Insurance You** had become aware of circumstances which have given or may give rise to such **Pollution or Contamination**.

Exclusions

In addition to the general policy exclusions **We** will not pay for:

1 – Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **You**.

2 – Work on Offshore Installations

Liability in respect of **Injury** or **Damage** arising in connection with visiting or working on or travel to or from **Offshore Installations**.

3 – Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of:

a fines, penalties or liquidated damages;

b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4 – Pollution or Contamination

Liability in respect of:

a **Pollution** or **Contamination** occurring in the United States of America or Canada or any dependency or trust territory;

b **Pollution** or **Contamination** occurring elsewhere unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5 – Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply:

a while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation);

b in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle.

except where more specifically insured by any other policy.

6 – Vessels or Craft

Liability arising out of the ownership, possession or use by **You** or on **Your** behalf of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7 – Property in Your charge or control

Liability in respect of **Damage** to any **Property** belonging to or in **Your** charge or control other than:

- a personal effects or vehicles of any partner, director or **Employee** of or visitor to **You**;
- b premises (and their Contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge for the purpose of carrying out work;
- c premises (including their fixtures and fittings) leased, rented or hired to **You** but this **Section** does not cover liability attaching to **You** solely under the terms of any tenancy or other agreement.

8 – Damage to Goods Supplied

Liability in respect of:

- a **Damage** to any goods or other property sold, supplied, delivered, installed or erected by or on **Your** behalf;
- b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of:

1 any such goods or property;

2 any defective work executed by **You** or on **Your** behalf.

Except that 8) a) and 8) b) 1) above shall not apply to liability in respect of **Damage** to the said goods or Property if such **Damage** is caused by or arises from:

- i any alteration, repair or servicing work executed;
- ii any other goods or property sold, supplied, delivered, installed or erected by **You** under a separate contract.

9 – Products

In respect of **Injury** or **Damage** caused by or arising from **Products**:

a any liability which attaches to **You** solely under the terms of an agreement other than:

1 under any warranty of goods implied by law;

2 under any indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury** or **Damage** caused by **Products** entrusted to such carrier for transit by road, rail or waterway.

b any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or

incorporated in any such craft

c any claim made against **You** in any country outside the European Union in which **You** occupy premises or are represented by any resident **Employee** or holder of **Your** power of attorney.

10 – Advice and Design

Liability for **Injury** or **Damage** arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on **Your** behalf other than where provided or performed in connection with any **Product**.

11 – Contract Works and JCT Clause 21.2.1

Liability in respect of **Damage** to any property:

a comprising or to be incorporated in the contract works in respect of any contract undertaken by **You**;

b against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the JCT (RIBA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12 – Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to **You** other than delivery or collection.

13 – Slings and Cradles

Liability for **Injury** or **Damage** arising out of the operation of a sling and/or cradle.

14 – Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **Your** property or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

a correctly to recognise any date as its true calendar date;

b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as result of treating any date otherwise than its true calendar date;

c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore, correctly to manipulate, interpret, calculate or process any data on or after any date.

15 – Excess

The first £100 of each and every claim in respect of **Damage** to material **Property**.

Conditions

In addition to the general policy conditions the following apply:

1 – Discharge of Liability

We may pay to **You** in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

2 – Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or **Section** except in respect of any **Excess** beyond the amount payable under such **Policy** or **Section** or which would have been payable under such other **Policy** or **Section** had this **Section** not been effected.

Section 5 - Legal protection

Definitions

Appointed Legal Representative

A solicitor, or other suitably qualified person appointed, in accordance with the provisions of this insurance, to act for **You**.

Claim

A request for payment of **Legal Expenses** resulting from one or more events or circumstances arising in the **Territorial Limits** at the same time or from the same cause notified to **Us** within the **Period of Insurance**.

Claims Administrators

AmTrust Europe Legal Limited, 4th Floor, Grange House, John Dalton Street, Manchester, M2 6FW.

Housing Acts

The Housing Act 1988, the Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the **Territorial Limits**.

Legal Expenses

Legal Fees, costs, disbursements and other professional charges in connection with **Legal Proceedings** which **We** have agreed to fund.

a Reasonably and necessarily incurred by the **Appointed Legal Representative**.

b Incurred by other parties in civil cases when **You** have been ordered to pay them or pays them with **Our** prior agreement.

Legal Proceedings

The pursuit or defence of legal disputes, proceedings and tribunals made by or brought against **You**, including appealing or defending an appeal against judgement, dealt with entirely by and within the jurisdiction of a court or other body in the **Territorial Limits**.

Occurrence

The date of the event which may lead to a **Claim**. If there is more than one event arising at the same time or from the same cause, then the **Occurrence** is the date of the first of these events.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Tenant(s)

The person(s), company, partnership or association as defined in the **Tenancy Agreement(s)** renting the **Building** from the **You**.

Tenancy Agreement

The written tenancy agreement or the written statement of main details of an unwritten tenancy agreement for the **Building** between **You** and the **Tenant**.

Territorial Limits

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

A – Standard Legal Expenses

Cover

We will indemnify **You** against **Legal Expenses** of up to £25,000 for any one **Claim** provided that the **Claim** has been notified to **Us** in the **Period of Insurance** and arises from **Legal Proceedings** relating to:

Rent recovery

The recovery of an undisputed debt for **Rent** unpaid by **Your Tenant** provided that:

a the amount in dispute exceeds £400.

b all **Rent** debt recovery cases are notified to **Us** within 45 days from the date the **Rent** was first due.

c all **Your** normal credit control procedures have been exhausted.

d **We** select the most appropriate means of recovery.

e no more than two separate **Rent** debt recoveries are pursued for any one **Tenant**, during the **Period of Insurance**.

Eviction

Your legal rights to evict anyone, other than **Tenants** who have **Your** permission to be in the **Building**.

Defence Costs

Defence of **Your** rights if an event arising from **You** letting the **Buildings** leads to **You** being prosecuted in a criminal court.

B – Enhanced Legal Expenses

(including Property Disputes)

Cover

This cover applies in addition to A – Standard Legal Expenses but is only operative if identified in the **Schedule**.

We will indemnify **You** against **Legal Expenses** of up to £50,000 for any one **Claim**, provided that the **Claim** has been notified to **Us** in the **Period of Insurance**, and arises from **Legal Proceedings** relating to:

Property legal disputes

The recovery of an undisputed debt for **Rent** unpaid by **Your Tenant** provided that:

- a The letting of the **Building** owned by **You** provided that the amount in dispute is more than £400 and:
 - 1 the letting is in compliance with the provisions of the **Housing Acts**; or
 - 2 if it is not a letting within the terms of the **Housing Acts**, it is in accordance with the relevant law including where the **Building** is let to a company and or where the annual rental exceeds £25,000.

b A **Tenant's** or other third parties' alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the **Building** which causes or could cause physical **Damage** or pecuniary loss provided that no contact exists between **You** and the **Tenant** or third party other than a **Tenancy Agreement** or a contract for the repair, renovation, reinstatement or redecoration of the **Building**.

c The alleged or actual infringement of the legal rights of:

1 **You**

2 a **Tenant** or other third party by **You** arising out of or relating to the rightful occupation or ownership of the **Building** by **You**.

d Any contract entered into by **You** for the sale or purchase of the **Building**.

excluding any dispute that **You** may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship.

Attendance Expenses

We will indemnify **You** up to £100 per person per day to a maximum of £1,000 any one Claim for the actual loss of salary or wages for **You**, any of **Your** directors, partners or employees or **Your** letting managing agent for the time off work to attend any court of tribunal hearing as a

a witness for **You** at the request of the **Appointed Legal Representative**

b defendant in **Legal Proceedings** for which **We** have accepted the **Claim** provided that such salary or wages are not recoverable from the relevant court or tribunal.

Conditions Applicable to Section 5

In addition to the general policy conditions the following conditions apply to this **Section**.

1 – Your responsibilities

- a **You** and **Your** letting or managing agent must notify **Us** as soon as is reasonably possible of any change in the information given to **Us**. Failure to do so may invalidate **Your Policy** or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this **Policy** should **We** become aware of any fact which may affect the cover **We** provide.
- b **You** must
- 1 Observe all the terms and conditions of this insurance and any mortgage on the **Building**.
 - 2 Comply with all the conditions of the **Tenancy Agreement**.
 - 3 Try to prevent any event or circumstances that may give rise to a **Claim**.
 - 4 Take all reasonable steps to minimise the amount payable by **Us**.

2 – Reporting a Claim

We must be notified in writing of any event or circumstance which has given or may give rise to a **Claim** or **Legal Proceedings** involving **You** as soon as it comes to **Your** attention. If **You** fail to notify **Us** of such event or circumstance during the **Period of Insurance** in which **You** first became aware of it, the **Claim** will not be accepted.

Where such notification has been received by **Us**, **We** agree to treat any subsequent **Claim** or **Legal Proceedings** arising out of any event or circumstance already notified as having been made or brought within the **Period of Insurance**.

You must then, as soon as reasonably possible, provide full written or other evidence including the names of any possible witnesses and details (produced at **Your** own expense) of any costs incurred prior to **Our** accepting the **Claim**, including any action already taken.

3 – Acceptance of a Claim and our right To refuse indemnity

A **Claim** cannot be regarded as having been accepted by **Us** until **We** have given written confirmation to **You**. If **We** refuse to accept a **Claim** or to continue to indemnify **You**, **We** will give **Our** reason(s) in writing.

We are entitled to refuse to accept a **Claim** or continue to indemnify **You** where:

a in **Our** opinion, **You** have

1 not disclosed any material information to **Us**.

2 failed to provide **Us** or the **Appointed Legal Representative** with any relevant information and or supporting evidence.

b in the opinion of the **Appointed Legal Representative**, reasonable **Prospects of Success** for pursuing the **Legal Proceedings** do not or no longer exist.

c in **Our** opinion, after having taken advice from **Our** own advisors (who are not the **Appointed Legal Representative**) or counsel, reasonable **Prospects of Success** for pursuing the **Legal Proceedings** do not or no longer exist.

We may, at any time, require **You** to obtain at **Your** own expense an opinion from counsel as to the merits of **Legal Proceedings**. **We** will pay, within the limit applicable to the **Claim**, the cost of obtaining the opinion if it indicates that there are reasonable **Prospects of Success** for pursuit or defence of the **Legal Proceedings**.

If **You** decide to commence or continue with **Legal Proceedings** for which **We** have refused to accept or continue to provide indemnity for a **Claim** under (b) or (c) above and are successful, **We** will provide indemnity in respect of **Legal Expenses** as if **We** had accepted the **Claim** in the first instance subject to the terms and conditions of this insurance.

4 – Legal Representation

a Before **We** accept a **Claim**, **We** will tell **You** the name and address of **Our** nominated **Appointed Legal Representative**. That person will not become the **Appointed Legal Representative** until **We** confirm in writing that **We** have accepted the **Claim**.

b If **We** agree to the commencement of **Legal Proceedings** the **Appointed Legal Representative** will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor, **We** will only accept that appointment if the request is made in writing and **We** are satisfied that the solicitor is able to deal with the case. They must adhere to the **Policy** terms and conditions and have a duty to minimise the costs of any **Claim** and/or **Legal Proceedings**. Once **Your** chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this **Policy**. Indemnity under this **Policy** to **Your Appointed Legal Representative** will only commence when the need arises for proceedings to be issued and then only with **Our** acceptance. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from **Your** choice of solicitor may be referred to arbitration as set out in condition 8. There will only be a transfer of representation to another **Appointed Legal Representative** if there is a good reason to do so. This must be done by sending **Us** the name and address for approval prior to the commencement of any **Legal Proceedings** and attention of **You** is drawn to condition 1 b) 4).

- c If **We** and **You** do not agree about the choice of the **Appointed Legal Representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- d **We** may decide to carry out **Our** own investigation of a **Claim**, attempt rent debt recovery or negotiate a settlement. Such settlement will be subject to **Your** agreement which **You** will not unreasonably withhold.

5 – Control of the claim

- a When requested **You** must, at **Your** own expense, provide all information, evidence and documents relating to the **Legal Proceedings** to the **Appointed Legal Representative**. **You** must also meet with the **Appointed Legal Representative** when requested.
- b **You** must keep **Us** and the **Appointed Legal Representative** regularly informed of all developments, co-operate fully in all respects and not enter into any negotiations with the **Tenant**.
- c **We** must have direct access to the **Appointed Legal Representative** at all times.
- d **You** must give the **Appointed Legal Representative** any instructions asked for by **Us** including for the supply of any documents or other information **We** require.
- e **We** are entitled to require **You** to immediately produce to **Us** all information, evidence, legal advice and documents relating to the **Legal Proceedings** in **Your** possession or custody or in that of the **Appointed Legal Representative**.

- f **You**, directly or via the **Appointed Legal Representative**, must inform **Us** immediately in writing if anyone offers to settle the **Claim** or makes a reasonable offer to settle the **Legal Proceedings**.
- g **You** must obtain **Our** written agreement if **You** wish to appeal against the decision of a court or tribunal. **Your** application, with reasons, must be sent to **Us** by recorded delivery at least ten working days before the final date for lodging the appeal. If **We** do not agree, **Our** decision will be given in writing.

6 – Payment under this insurance

- a If **You** do not accept any offer or reasonable offer to settle the **Legal Proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by **You**, **We** will not pay for any **Legal Expenses** incurred after such refusal unless **We** have given **Our** written agreement to the continuation of the **Legal Proceedings**.
- b When requested by **Us**, **You** must instruct the **Appointed Legal Representative** to have the **Legal Expenses** assessed or audited by the relevant court or tribunal.
- c All accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under this insurance must be submitted to **Us** promptly.
- d Following receipt of the relevant accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under the insurance, payment will be made direct to the **Appointed Legal Representative**, to the other party's

Legal Representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.

- e If **You** withdraw from the **Legal Proceedings** without **Our** agreement, cover will cease immediately and **We** will be entitled to be reimbursed for any **Legal Expenses** previously agreed or paid on **Your** behalf.

7 – Recoveries

We reserve the right to take proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance to anyone else. If **You** recover any **Legal Expenses** previously paid by **Us** from any other party, such **Legal Expenses** must immediately be repaid to **Us**.

8 – Arbitration

Any dispute or difference of any kind between **Us** and **You** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the law society. The arbitrator's decision will be final and binding on all parties.

9 – Assignment

Cover under this **Policy** is between and binding upon **Us** and **You** and any respective successors in title, The **Policy** may not otherwise be assigned by **You** without **Our** prior written consent.

10 – Waiver

If **We** or **You** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

Exclusions applicable to Section 5

In addition to the general policy exclusions the following exclusions apply to this Section:

This insurance does not cover:

1 – Pre-existing Event or circumstance

Claims or **Legal Proceedings** relating to any event or circumstance occurring prior to or existing at the inception of the first **Period of Insurance** and which **You** knew or ought reasonably to have known was likely to give rise to a **Claim** or to **Legal Proceedings**

2 – Date Change

Legal Expenses arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date

3 – Libel or Slander

Disputes relating to written or verbal remarks

4 – Deliberate Acts

Any cause of action intentionally brought about by **You**

5 – Dishonesty, violent or criminal acts

Claims for **Legal Expenses** relating to **Your**:-

- a actual or alleged dishonesty; or
- b actual or alleged violent behaviour

6 – Legal expenses not agreed

Legal Expenses incurred

- a Before **We** agree to pay them on the **Your** behalf
- b Where **You**
 - 1 pursue or defend a case without the agreement of **Us** or in a different manner to or against the advice of the **Appointed Legal Representative**
 - 2 fails to give proper instructions in due time to **Us**, to the **Appointed Legal Representative** or to counsel or other persons instructed by the **Appointed Legal Representative**
- c where the **Appointed Legal Representative** refuses to act on behalf of **You** for any reason other than a conflict of interest when Condition 3 will apply
- d Where **You** are called as a witnesses without **Our** prior written approval.

e Prior to issue of formal **Legal Proceedings**; this does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure

7 – Delay and prejudicial acts

A **Claim** where **You**, in **Our** reasonable opinion, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Appointed Legal Representative** or withdrawing from the case

8 – Other Insurances

Legal Expenses which can be recovered by **You** under any other insurance or which would have been covered if this **Policy** did not exist except for any amount in excess of that which would have been payable under such other insurance.

9 – Fines and penalties

Fines, **Damages** or other penalties which **You** are ordered to pay by a court or other authority

10 – Judicial review

Legal Expenses relating to any judicial review whether within the **Territorial Limits** or not

11 – Bankruptcy Liquidation or Receivership

Claims for **Legal Expenses** when **You** are bankrupt, in liquidation, have made an arrangement with **Your** creditors, have entered into a deed of arrangement or part or all of **Your** affairs or **Buildings** are in care or control of a receiver or an administrator

12 – Disagreement

Disputes with **Us**

13 – First three months

Dispute which arises within the first three months of the **Period of Insurance** for which a **Schedule** has been issued by **Us** except where

- a The current **Schedule** is a continuation of a previous **Policy** covering the same interest.
- b For a new **Tenant**, the **Tenancy Agreement** becomes operative on or after the commencement of the **Period of Insurance** under this **Policy**

14 – References for Tenants and deposit rents

For disputes and or **Legal Proceedings** between **You** and a **Tenant** where **You** or **Your** letting or managing agent are unable to:

- a Produce one satisfactory financial or credit reference and one other satisfactory written reference for each **Tenant** or guarantor

- b Prove that a minimum of one month's rent as deposit was obtained before letting the **Building** to the **Tenant**

15 – Disputes

Claims relating to a dispute with

a **Your** letting or managing agent

- b **Us** except over the choice of **Appointed Legal Representative** or arising from the handling of a **Claim** as provided under Condition 4) c)

16 – Fraudulent claims or statement

Any **Claim** which is in any respect overstated, false, reckless or fraudulent; if this happens, **We** will have the right to refuse to pay a **Claim** or to avoid this **Policy** in its entirety

17 – Bodily injury, damage to property and breach of professional duty

Claim relating to **Your** defence of any civil **claim** made or **Legal Proceedings** brought against **You** arising from

- a Bodily injury to or death, disease or illness of any person
- b Loss destruction of or **Damage** to any **Property**
- c The alleged or actual breach of any professional duty

18 – Trade, business profession

Claims arising from the ownership, use or occupation of the **Building** for the conduct of any profession, **Business** or trading activity other than the letting of that **Building**

19 – Multiple tenants

Claims relating to any dispute with multiple **Tenants** on a single **Building** where their liability is not joint and several

20 – Rent, rates and land tribunals

Claims relating to rent registration, rent reviews, extension of a lease or any land tribunal's which, in the first instance, fall within the jurisdiction of rent, rates or land tribunals unless you are defending **Legal Proceedings** brought by **Your Tenant**

21 – Mining, subsidence and heave

Claims arising from any dispute which relates to mining or other subsidence and heave

22 – Government Public or local Authority

Claims arising from any dispute with any government, public or local authority concerning

a

1 the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or **Damage** to any **Building**

2 the actual, planned or proposed construction, demolition, closure, adoption or repair of roads, **Buildings**, housing or other works except and only to the extent that the **Claim** relates to accidental damage arising from such activities

b the imposition of statutory charges

c any other cause of action unless **You** have suffered or could suffer pecuniary loss if **Legal Proceedings** are not pursued or defended

23 – Intellectual Property

Claims relating to **Legal Proceedings** involving copyright(s), trademark(s), merchandise mark(s), unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreement.

How to make a claim under Section 5 – Legal Protection only

Claims should be made in writing, as soon as is reasonably practical, to the **Claims Administrators** at the following address

AmTrust Europe Legal Limited
4th Floor Grange House
John Dalton Street
Manchester
M2 6FW

Telephone: 0844 815 8507

Please note that only **Claims** notified to AmTrust Legal Europe Limited during the **Period of Insurance** are covered by this insurance.

Once details of the **Claim** have been sent to the **Claims Administrator** and it has been accepted in writing, they will either supply, the name(s) of one or more solicitors or other suitably qualified and experienced person from their panel to act on **Your** behalf or, in some cases, they may decide to carry out their own investigation of the **Claim**.

Section 6 – Terrorism

Definitions

Denial of Service Attack

Shall mean any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks network services network connectivity or information systems. **Denial of Service Attack** includes but is not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Hacking

Shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **Your Property** or not.

Housing Acts

The Housing Act 1988, the Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the **Territorial Limits**.

Nuclear Installation

Shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by Statutory Instrument, being an installation designed or adapted for:

- 1) The production or use of atomic energy, or;
- 2) The carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or;
- 3) The storage, processing or disposal of nuclear fuel or of bulk quantities of radioactive matter, being matter which has been produced or irradiated in the course of production or use of nuclear fuel.

And all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such installation.

Nuclear Reactor

Shall mean any plant (including machinery, equipment or appliances, whether fixed to land or not) designed or adapted for the production of atomic energy by fission process in which a controlled chain reaction can be maintained without an additional source of neutrons, including all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such plant.

Terrorism

shall for the purposes of this **Section** only means acts of any persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto by force or violence such act having been certified by Her Majesty's Government or Treasury to have been an Act of Terrorism or having been determined to have been such by Tribunal.

Treasury

Shall mean the Lord Commissioners of Her Majesty's Treasury from time to time.

Virus or Similar Mechanism

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

Cover

The cover under this **Section** is only operative if identified as “INCLUDED” in the **Schedule**.

Notwithstanding **Policy** Exclusion 1. **Terrorism** in respect of the **Period of Insurance** as stated in the **Schedule** this **Section** shall provide cover limited to **Damage** occasioned by or happening through or in consequence of **Terrorism**. Except insofar as they may be expressly varied herein, the insurance by this **Section** shall be subject, insofar as applicable, to all of the terms and conditions of **Section 1 – Property Damage**, **Section 2 – Loss of Rent**, as if they had been incorporated herein.

Provided that this **Section** shall only apply:

- a In Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987. This does not include Northern Ireland, the Isle of Man or the Channel Islands.) For the purposes of this **Section** this shall include within the Channel Tunnel up to the frontier of the Republic of France;
- b To **Section 1 – Property Damage** and **Section 2 – Loss of Rent** and We shall not be liable for more than the **Sum Insured** shown in the **Schedule** under **Section 1 – Property Damage** and/or **Section 2 – Loss of Rent**, if insured by this **Policy**.

In any action suit or other proceedings where **We** allege that any **Property Damage** or **Loss of Rent** is not covered by this **Section** of the **Policy** the burden of proving that such **Damage** or **Loss of Rent** is covered shall be upon **You**.

Special Conditions

The following shall not apply to any cover provided hereon:

- a Any provision for the automatic reinstatement of **Sums Insured** contained in the **Policy**;
- b Any Long Term Undertaking applying to the **Policy**;
- c Any aggregate limit contained in the **Policy** regarding the amount borne by **You** as a result of the operation of a deductible or **Excess**.

Also, it is noted that:

- d The insurance provided by this **Section** shall not be effective unless any **Terrorism** risk management procedures provisions and protections for which a premium discount has been granted are fully maintained and in place at the time of the loss;
- e Any deductible retained by the **Insured** under **Section 1 – Property Damage** and/or **Section 2 – Loss of Rent**, if insured by this **Policy** shall also apply to this **Section**.

Exclusions

This **Section** does not cover:

a **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your Property** or not, where such **Damage** is caused by **Virus** or **Similar Mechanism** or **Hacking**;

b Consequential Loss directly or indirectly caused by or arising from **Virus** or **Similar Mechanism** or **Hacking** or from **Denial of Service Attack**;

c **Damage** to:

1 **Property** in transit whether by air, sea, road, rail or inland waterway;

2 any **Nuclear Installation** or **Nuclear Reactor**.

nor any Consequential Loss of whatsoever nature resulting or arising therefrom.

3 residential property houses blocks of flats and other dwellings insured in the name of a private individual unless insured under the same contract of insurance as the remainder of the building which is not a private residence.

d Loss occasioned by riot, civil commotion, war, invasion act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

Extra Benefits

1 – Pre-existing Event or circumstance

Your Policy provides **You** with two invaluable assistance services that operate 24 hours a day, seven days a week.

1 – Legal advice

You can obtain legal advice on any legal matter. The advice is provided by a team of Lawyers who can assist and advise **You** quickly and expertly over the telephone. All advice given is completely confidential and if requested, or if the Lawyer thinks it is appropriate, can be confirmed in writing.

To use this 24hours a day, seven days a week service simply call 01455 251500

You will be asked to provide a scheme number, which is 70697 and the assistance **You** require will be provided.

2 – Emergency Glass Helpline

If **Your Property** suffers **Damage** to glass and **You** require emergency assistance **You** can arrange for a contractor to come and help **You** simply by making a single telephone call.

You will be responsible for all call out and repair costs but these may be claimed back in certain circumstances if **You** have **Buildings** insurance under **Your Policy**.

Please note this service is for emergencies and is not a maintenance service.

To use this service 24 hours a day, seven days a week simply call 0845 1461544.

General Policy Conditions

You must keep to the terms and conditions of this **Policy**. Failure to do so may invalidate **Your** claim.

1 – Cancellation

a **Your** Cancellation Rights

You have the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of **Policy** documentation, whichever is the later (this period is referred to as the “cooling off period”). **You** should exercise this right by contacting **Your** insurance adviser or by writing to **Us**.

If **You** exercise **Your** right to cancel during the “cooling off period”, **You** will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If **You** do not exercise **Your** right to cancel during the “cooling off period”, the **Policy** premium becomes due, **You** may not be entitled to a refund of premium and the **Policy** may run for its full term.

If the “cooling off period” has expired, **You** may cancel the **Policy** during the **Period of Insurance** by giving fourteen (14) days notice in writing to **Us** at **Our** registered address contained in this **Policy**. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance** **You** will be entitled to a proportionate return of the premium paid, less £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premiums due.

In the event of cancellation **You** must return to **Us** the current Certificate(s) of Employers Liability Insurance.

b **Our** Cancellation Rights

We may cancel this **Policy** by giving **You** fourteen (14) days notice in writing sent to **Your** last known address. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation **You** must return to **Us** the current Certificate(s) of Employers Liability Insurance.

2 – Changes in circumstances.

You must immediately tell **Us** about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:

- a the address of the **Property** insured;
- b the use of the **Building** (including if the **Property** becomes **Unoccupied**); or
- c the structure of the **Building**.

You must tell **Us** if, at any time, the:

- d total cost of rebuilding the **Building**; or
- e total cost of replacing the **Contents**;

is greater than the **Sum Insured**.

3 – Unoccupied Properties

If the **Buildings** become **Unoccupied** during the **Period of Insurance** or are **Unoccupied** at the start of this insurance, the following will apply:

We will cover **You** for **Damage** to the **Buildings** only, whilst **You** are waiting for a tenant to move in or whilst the **Building** is undergoing **Renovation**, for a maximum of 60 consecutive days starting from the day the last tenant moved out, provided that:

a **You** or **Your** agents inspect the **Buildings** internally and externally at least every 7 days;

b The water, gas and electricity supplies are turned off at the mains and the water system drained except where required to be maintained for central heating and the thermostat set to a minimum temperature of 13 degrees centigrade;

c The **Buildings** be kept secured by:

- 1 The use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters;
- 2 The use of window locks – where locks are not fitted, windows must be screwed shut;
- 3 Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry;
- 4 Sealing all letterboxes or fitting a stout steel cage internally.

d The **Buildings** and all yards and areas surrounding the **Buildings** are kept free from fuel and all combustible materials.

You must keep a record of all inspections, **We** must be able to inspect **Your** records at any time.

e If the **Buildings** are broken into or vandalised, **You** must immediately:

- 1 follow the claims procedure set out in this **Policy**; and
- 2 keep a record of any necessary work and inspections. **We** must be able to inspect **Your** records at any time.

Whilst the **Buildings** are **Unoccupied**, **We** will not cover **Damage**:

a arising from Insured Perils h, l, j, k and n ;

b arising from Cover Extension 1 to **Section 1 – Accidental Damage**;

c to **Contents**.

If at the end of 60 consecutive days the **Buildings** are still **Unoccupied** then all cover under this **Policy** will cease except as otherwise agreed by **Us** in writing.

4 – Maintenance and safety requirements

a All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation. Records of all inspections/work including repairs, replacement,

maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request;

b All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire) (Safety) Regulations and any Amendments thereto.

c **You** must give **Your** tenants all relevant instruction manuals.

5 – Reasonable care.

You shall take all reasonable care:

a To prevent accident and any **Injury** or **Damage**;

b To observe and comply with statutory or local authority laws, obligations and requirements;

c In the selection and supervision of **Employees**;

d To maintain the **Property** Insured used in connection with the **Business** in efficient and safe working order;

e To make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

6 – Personal representatives.

If **You** die, **Your** personal representatives will have the benefit of this **Policy** for the rest of the current **Period of Insurance** as long as: they tell **Us**, as soon as possible, about **Your** death; and they keep to all terms and conditions of this **Policy**.

7 – Fraud.

If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this **Policy** shall be void and **You** will forfeit all rights under the **Policy**. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under the **Policy**.

8 – Governing law.

Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law.

9 – Subrogation

Any claimant under this **Policy** shall, at **Our** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in **Your** name, before or after **We** make payment.

We agree to waive any such rights to which **We** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to

You or against any company which is a subsidiary of a parent company of which **You** are a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of **Damage**.

10 – Rights of Third Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy to a third party which exists or is available apart from such Act.

11 – Discharge of Liability

We may absolve ourselves from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified **Sum Insured** or Limit of Liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum **Sum Insured** or limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

12 – Other Insurances

If at the time of any **Damage** there is any other insurance covering such **Damage**, **We** will only pay **Our** rateable proportion of such loss.

13 – Administration Fee

We will charge an administration / cancellation fee of £25 for every alteration to the **Policy** made by **You** except for circumstances connected with the death of policyholder, or failure to renew or notification of changed bank details.

General Policy Exclusions

The following Exclusions are applicable unless stated to the contrary in any **Section**.

We will not cover -

1 – Terrorism

a **Damage** or **Loss of Rent** in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence directly or indirectly of **Terrorism**.

b **Damage** or **Loss of Rent** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

1 riot civil commotion and (except in respect of **Damage** or **Loss of Rent** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons.

2 Terrorism

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

2 – Territorial Limits

Damage, Injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

3 – Existing damage.

- a Any **Damage** occurring before the start of this **Policy**;
- b Any **Damage** deliberately caused by **You** or anyone working on **Your** behalf.

4 – Use of the Buildings.

- a Any **Damage** caused by cooking in rooms other than rooms that are fitted and designed as kitchens;
- b Any **Damage** caused by any heating appliance other than ducted warm air or water filled radiators, directly fired fixed heating system, electric wall mounted or storage heater, together with domestic electric fan heaters
- c Costs for keeping to any requirements or regulations **You** knew of before the **Damage** occurred.

5 – Loss of value and consequential loss.

- a Loss of value of the **Buildings, Contents** or any other **Property** insured;
- b Consequential loss of any kind or description unless otherwise insured under **Section 2 – Loss of Rent**.

6 – Wear and Tear

Any **Damage** caused by wear and tear or any gradually operating cause.

7 – Domestic Pets, insects or vermin

Any **Damage** caused by domestic pets or by insects or vermin.

8 – Pairs and sets.

The cost of replacing or altering any undamaged part or item forming part of a set.

9 – Property not covered.

Damage or Injury to

- a Living creatures;
- b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them;
- c **Property** more specifically insured by any other policy;
- d Shop fronts in the **Buildings** and the glass therein;
- e Any claim for non-business **Contents** in the non-domestic part of the **Buildings**;
- f Plants trees and shrubs in the garden unless otherwise specifically stated in the **Policy**.

10 – Radioactive contamination.

Damage or legal liability directly or indirectly caused by:

- a ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
- b the radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

11 – Confiscated Property

Property being confiscated or detained by any government or public or local authority.

12 – Sonic bangs.

Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

13 – War risks (not applicable to Section 3 – Employers Liability)

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

14 – Northern Ireland

Damage or any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction, **Damage** or any consequential loss by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

15 – Change in Water Table

Damage attributable solely to changes in the water table level.

16 – E-Risks

Damage attributable solely to changes in the water table level.

a **Damage** to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:

- 1 Programming or operator error whether by **You** or any other person;
- 2 **Virus or Similar Mechanism** (as defined below);
- 3 **Hacking** (as defined below);
- 4 Malicious persons;

5 Failure of external networks unless in respect of 1), 2), 3) above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

- b Any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of **Damage** described in paragraph a) of this Exclusion unless, in respect of a) 1), 2) or 3) above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion;
- c **Damage** to any property other than Computer Equipment where it arises directly or indirectly out of **Damage** to any Computer Equipment of the type described in paragraph a) of this Exclusion unless, in respect of **Damage** to other property arising from a) 1), 2) and 3) above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion;
- d **Damage** either to Computer Equipment or any other **Property** where it consists of or arises directly or indirectly out of:
- 1 The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons;
 - 2 The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d) 1) above;
 - 3 Any misrepresentation, use or misuse of information on computer systems or other records, programs or software.

Unless, in respect of d) 2) and 3) above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

- e Any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or **Damage** described in paragraphs c) and d) of this Exclusion unless, in respect of c), d), 2) and 3) above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion :

Computer Equipment

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether it is **Your Property** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

Means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to “Trojan Horses”, “Worms” or “Logic Bombs”.

Hacking

Means unauthorised access to any computer or computer equipment, component, system or item, whether it is **Your Property** or not, which processes, stores, transmits or retrieves data.

Claims Procedures and Conditions

1 – Claims – Action required by You (excluding Legal Protection)

You shall in the event of any **Injury, Damage or Loss of Rent** as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **You** in writing of any notice of any claims or legal proceeding:

a Notify **Us** within 30 days (or 7 days in the case of **Injury, Damage or Loss of Rent**, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **We** may allow;

b Notify **Us** immediately upon being advised of any prosecution, inquest or enquiry connected with any **Injury, Damage or Loss of Rent** which may form the subject of a claim under this **Policy**;

c Notify the police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons;

d Pass immediately, and unacknowledged, any letter of claim to **Us**;

e Carry out and permit to be taken any action which may be reasonably practicable to prevent further **Injury, Damage or Loss of Rent**;

f Retain unaltered and un-repaired anything in any way connected with the **Injury, Damage or Loss of Rent** for as

long as **We** may reasonably require;

g Furnish with all reasonable despatch at **Your** expense;

1 Such further particulars and information as **We** may reasonably require;

2 If required, a statutory declaration of the truth of the claim;

3 Details of any other insurance covering the subject matter of the claim under this **Policy** and any matters connected with it;

h Make available at **Your** expense any documents required by **Us** with regard to any letter of claim;

i Not pay or offer or agree to pay any money or make any admission of liability without **Our** previous consent;

j Allow **Us** in **Your** name and on **Your** behalf to take over and, during such periods as **We** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **Us** for that purpose.

No claim under this **Policy** shall be payable and any payment on account of a claim already made shall be repaid to **Us**, if the terms of this **Policy** Condition are not complied with.

2 – Claims – Our rights

In respect of **Injury, Damage or Loss of Rent** for which a claim is made, **We** and any person authorised by Us may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter premises where such **Injury, Damage or Loss of Rent** has occurred, and take possession of or require to be delivered to **Us** any **Property** insured, and to deal with such **Property** for all reasonable purpose and in any reasonable manner

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

We will not pay for any claim unless the terms of these Conditions have been complied with.

Complaints Procedure

If you have any complaint you can contact the intermediary / broker who arranged this insurance for you. If the matter is not resolved to your satisfaction you may contact **Us**,

AmTrust Europe Limited,
Market Square House,
St James's Street,
Nottingham,
NG1 6FG.

We will contact you within five days of receiving your complaint to inform **You** of what action we are taking.

We will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks we will tell **You** when **You** can expect an answer.

If we have not given **You** an answer in eight weeks we will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against us.

Once **You** have received **Your** final response from **Us**, and if **You** are still not satisfied **You** can contact the Financial Ombudsman Service:

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

By telephone on 0845 080 1800 or 0300 123 9 123
or by Email complaint.info@financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or be contacted on 020 7892 7300.

The complaints procedure above does not affect any legal right you may have to take action against **Us**.

This policy is provided by:

AmTrust Europe Limited,
Market Square House,
St James's Street,
Nottingham,
NG1 6FG.
Registered No. 1229676.
FSA Firms Reference Number. 202189

Tel: 0115 941 1022.

Authorised and regulated by the Financial Services Authority.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk or by contacting the FSA on 0845 606 1234

AmTrust Europe Limited

Market Square House
St James's Street
Nottingham NG1 6FG

Tel: 0115 941 1022

Fax: 0115 941 1316

Email: nottingham@amtrusteurope.co.uk

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