



NEW INDIA
ASSURANCE



POLICY

RESIDENTIAL
PROPERTY OWNERS

Residential Property Owners Policy

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Preamble

The proposal and declaration made by **You** the Insured must be a fair representation of every material circumstance which **You** know or ought to know for this insurance **You** have requested from New India Assurance Company Limited (referred to in the Policy as “the Insurers/**Us**”). The duty of fair representation is in accordance with the Insurance Act 2015 Chapter 4. Whether an individual or not an **Insured** ought to know what should reasonably be revealed by a reasonable search of information available to the **Insured** (whether the search is conducted by making enquiries or by any other means).

Your Policy consists of

- the policy wording in this booklet
- the Schedule (which has Your details, the cover applicable and the period of insurance)
- Any Endorsements applicable (a document which amends the policy wording)
- The Employers’ Liability Certificate (when Employers’ Liability is selected)

Providing **You** have paid or agreed to pay the premium **We** will in the event of injury loss or damage happening during the period of insurance provide insurance as described in the following pages for those Sections **You** have chosen

The Schedule indicates

- the Sections chosen
- the sums insured and monetary limits
- any special terms that may apply to **Your** policy

On behalf of New India Assurance Company Ltd



Mukta Sharma

Chief Executive - UK

Important

Please examine this policy carefully to ensure you understand its terms and conditions and that it provides the cover you require. Advice on any aspects will be gladly given. Immediate notification should be given of any changes which may affect the insurance provided. You should also read carefully the Breach of Duty of Fair Representation set out in the General Conditions.

If you have any queries please contact New India from 9am to 5pm on weekdays except Bank Holidays at

**New India Assurance Company Limited,
3rd Floor, Crown House,
Crown Street, Ipswich
Suffolk, IP1 3HS
Tel: 01473 233626
Email: enquiries@newindia.co.uk**

Data Protection

The data supplied by you will only be used for the purposes of processing your policy of insurance including underwriting administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which are mentioned herein. It is important that the data you have supplied is kept up to date. You should therefore notify the Insurer promptly of any changes. You are entitled to ask to inspect the personal data which is held about you. If you wish to make such an inspection you should contact the Insurer. The Insurer may respond to enquiries by the Police and regulatory bodies concerning your policy in the normal course of their investigations and where it is necessary to administer your policy effectively or to protect your interests. The Insurer may disclose the data you have supplied to other third parties such as professional firms employed by the Insurer, solicitors, loss adjusters, reinsurers and reinsurance brokers, repairers, replacement companies, risk surveyors, Employers Liability Tracing Office and other insurers. The data may also be shared with agents or databases for the purposes of preventing and detecting fraud.

For full details of our privacy policy please visit our website at www.newindia.co.uk.

Caring for our customers

We are proud of our reputation for high quality and fair service. If on any occasion our service falls below the standard you expect you should contact your insurance adviser or alternatively the Manager of the local New India Assurance Company Ltd office which issued the Policy. If you have any complaints please contact New India from 9am to 5pm on weekdays except Bank Holidays at

**New India Assurance Company Limited,
3rd Floor, Crown House, Crown Street,
Ipswich, Suffolk, IP1 3HS
Tel: 01473 233626 Email: complaints@newindia.co.uk**

New India Assurance Company Ltd is a member of the Financial Ombudsman Service. If after following the above procedure, your complaint has not been resolved to your satisfaction you have the right to refer the matter to the Financial Ombudsman at the following address:

**Financial Ombudsman Service
Exchange Tower, London E14 9SR
Tel: 0800 023 4567 Email: complaints.info@financialombudsman.org.uk**

Referral to the Financial Ombudsman Service does not affect your right to take legal action against New India Assurance Company Ltd.

It will greatly assist us if you quote your policy number in any communication.

For complaints under Section F Legal Expenses please contact ARAG in the following ways:

**Customer Relations,
ARAG plc, 9 Whiteladies Road, Clifton,
Bristol BS8 1NN
Tel: 0117 917 1561 Email customerrelations@arag.co.uk**

If the matter is not concluded to your satisfaction, you may refer it to the Financial Ombudsman Service. They can be contacted at

**Financial Ombudsman Service
Exchange Tower, London E14 9SR
Tel: 0800 023 4567 Email: complaints.info@financialombudsman.org.uk**

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at www.fscs.org.uk

For section F – Legal Expenses, AmTrust Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should AmTrust Europe Limited be unable to meet their obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at www.fscs.org.uk

The law applicable to this contract

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

- (i) in Scotland where Scots law will apply
- or
- (ii) in Northern Ireland where the law of Northern Ireland will apply

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

Claims Contact

In the event of a Legal Expenses claim please contact the legal helpline on 0333 000 7955 In the event of any other claim please contact the New India Assurance Company Ltd on 0121 231 4055

Registration of the Insurer

New India Assurance Company Limited, 36 Leadenhall Street, London EC3A 1AT UK Branch (registration number BR002003).
The New India Assurance Company Limited, Registered Office: The New India Assurance Building 87 Mahatma Gandhi Road Fort Mumbai 400 001 India (Company Registration Number F.C. 004325). Incorporated in India with limited liability.

Authorisation and Regulation of the Insurer

Authorised and regulated by the Insurance Regulatory & Development Authority (IRDA) of India. Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Helplines

Helpful advice – it's part of the service!

Emergency Assistance

Burst pipes blocked drains electrical faults even swarms of bees – when trouble strikes in your property simply telephone the number below for practical advice.

If you wish the Helpline staff will get in touch with the nearest suitable tradesman, confirm the time of arrival and the price and call you back promptly with the details. You will remain responsible for the tradesman's charges for carrying out any work including the call out charge. It will be your decision whether to accept the quotation provided by the tradesman.

The service is provided by ARAG plc and features

- Quick practical advice
- Panel of approved tradesmen
- Agreed call out charges and hourly rates
- Access to leading experts in various trades

Legal Services provided under this policy

Business Legal Services

As a benefit of buying a New India policy you now have access to Business Legal Services, a service that provides a revolutionary legal services website resource. Business Legal Services has been designed to meet business needs, allowing unlimited free access to interactive documents such as employment contracts and health and safety documentation.

To access this site, go to: www.araglegal.co.uk

Once you are on the site click on "Essential Business Legal", then "Not registered yet?". You will then need to enter voucher code X1232K545CA3 to register for the first time. You will then be given your individual sign in details to use in the future.

Legal & Tax Advice

You also have access to 24 hour advice service in the event of a legal problem and tax advice 9am to 5pm on weekdays except Bank Holidays.

We would strongly recommend that you initially take advantage of this confidential service which we provide to you as part of this section; the only cost to you is a standard rate call. The advice covers any business legal or tax matter and you can use this service as often as you like. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

This service is provided by ARAG. Use of the advice does not constitute reporting of a claim.

Emergency Assistance and Legal Helplines are available 24 hours a day, 365 days a year
Simply telephone the appropriate number below and quote New India and your policy number

Emergency Assistance	0333 303 1823
Legal and Tax Assistance	0333 000 7955

General Definitions

If We explain what a word means that word has the same meaning wherever it is used in the policy or Schedule

These words are highlighted by the use of **bold print**

For example:

You/Your/the Insured	- means the person(s) or company(ies) named as the Policyholder in the Schedule
New India/ We/the Company/the Insurer	- means New India Assurance Company Ltd
Employee	(a) any person under a contract of service or apprenticeship with You (b) any person who is hired to or borrowed by You (c) any labour master or person supplied by him (d) any person supplied by a labour only subcontractor (e) any self employed person working on a labour only basis for You (f) any person engaged in connection with a work experience or training scheme while working for You in connection with the Business
Business	- means ownership of and/or the management of the Buildings
Genetically Modified Organisms	Genetically Modified Organisms (“GMOs”) shall mean and include organisms or micro-organisms or cells or the organisms or micro-organisms cells or cell organelles from which they have been derived which have been subject to a genetic engineering process which resulted in their genetic change They shall also mean and include every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they have been derived which has been subject to a genetic engineering process which resulted in its genetic change In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing
Terrorism	means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Other words are explained elsewhere in the policy or Schedule
Your policy is designed to help **You** understand the extent of cover provided
You will find on many of the pages these headings:

What is covered These Sections are printed on a white background and give detailed information on the insurance provided	What is not covered These Sections shown on a blue colour background draw Your attention to what is not included in the scope of Your policy
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To help **You** further **We** have included some explanatory notes in **Your** policy
These are printed on a background of this colour

Section A – Insurance for the Building

Your Schedule will show if this Section has been chosen

What is the Building?

The **Building** means the residential property shown in the Schedule and the following if they form part of the property

- (a) Domestic garages outbuildings greenhouses tennis hard courts swimming pools patios terraces paths drives boundary and garden walls service tanks central heating oil tanks drains pipes cables gates hedges and fences
- (b) Landlord's fixtures and fittings

What is a Private Residence?

Private Residence means a self contained private dwelling house maisonette or flat within a block of flats or complex

What is the most We will pay?

New India will not pay more in total than the **Building** Sum Insured for any one claim under causes 1-11 and covers 13 14 and 17*

We will pay in addition any amount due under covers 12 15 and 16

We will not pay more than £500 for any satellite dish

If **You** have chosen the **Reinstatement** Extension please see page 8

***Inflation Protection applies – see page 33**

What is Covered	What is not Covered
<p>Your policy covers loss or damage to the Building by the following Causes:</p> <p>Causes</p>	<p>We do not pay the amount of the Excess shown in the Schedule (increased for Cause 5) in respect of each occurrence of loss or damage for each residence and We will not pay for the following:</p>
1. Fire explosion lightning earthquake	
2. Storm or flood	2. Loss or damage <ul style="list-style-type: none">(a) by frost subsidence ground heave or landslide(b) to gates hedges and fences
3. Riot civil commotion strikes labour and political disturbances	
4. Malicious persons	4. Loss or damage to any Private Residence while it has been unoccupied for 30 consecutive days or more
5. Subsidence or ground heave of the site on which the Building stands or landslide	5. (a) The amount of the Excess shown in the Schedule in respect of each occurrence of loss or damage for each residence <ul style="list-style-type: none">(b) loss or damage to boundary and garden walls gates hedges and fence paths and drives patios tennis hard courts swimming pools but these items will be covered if there has at the same time been damage by this Cause to the Private Residence or its garages or outbuildings(c) loss or damage by normal settlement shrinkage or expansion(d) loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the Private Residence are damaged at the same time(e) loss or damage arising from construction structural alteration or repair or demolition
6. Escape of water from or frost damage to <ul style="list-style-type: none">(1) a fixed: water installationdrainage installationheating installation	6. (a) loss or damage by subsidence ground heave or landslide <ul style="list-style-type: none">(b) loss or damage to any Private Residence while it has been unoccupied for 30 consecutive days or more

What is Covered	What is not Covered
<p>(2) a washing machine dishwasher water bed refrigerator or deep freeze cabinet</p> <p>We will also pay the necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search but not more than £5,000 for any one claim</p>	
<p>7. Theft or attempted theft</p>	<p>7. (a) Loss or damage to any Private Residence while it has been unoccupied for 30 consecutive days or more</p> <p>(b) Loss or damage unless involving entry to or exit from the Building by forcible and violent means</p>
<p>8. Collision by:</p> <p>(1) aircraft or aerial devices or anything dropped from them</p> <p>(2) vehicles</p> <p>(3) animals</p>	
<p>9. Breakage or collapse of radio or television aerials</p>	<p>9. Loss or damage to the aerial itself</p> <div data-bbox="874 992 1489 1059"> <p>This may be covered under the Contents Sections - see pages 12 and 13</p> </div>
<p>10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation</p>	
<p>11. Falling trees or branches</p>	<p>11. the cost of removal if the fallen tree or branch has not caused damage to the Building which is covered by this cause</p>
<p>The following Covers are included in this Section</p> <p>12. DEBRIS REMOVAL AND BUILDING FEES</p> <p>If there has been damage which is covered under Section A We will pay for the following:</p> <p>(1) the cost of removal of debris and of dismantling demolition or shoring up or propping of the Building</p> <p>(2) architects' surveyors' consulting engineers' legal and other fees which You have to pay to reinstate the Building but not for preparing any claim</p> <p>(3) the additional cost of reinstating the Building that You have to pay to comply with statutory Building Regulations or Municipal or Local Authority Bye-Laws</p> <p>We will not pay more than 10% of the Building sum insured for any one claim</p>	
<p>13. SERVICE PIPES AND CABLES</p> <p>Accidental damage to cables drain inspection covers and underground drains pipes and tanks providing services to or from the Building and for which You are responsible</p>	

Section A continued

What is Covered	What is not Covered
<p>14. GLASS AND SANITARYWARE</p> <p>Accidental breakage of</p> <ul style="list-style-type: none"> (1) fixed glass in windows door fanlights skylights greenhouses conservatories and verandas (2) fixed sanitaryware and bathroom fittings (3) fixed ceramic hobs and ceramic tops of fixed cookers 	<p>14. Loss or damage while the Private Residence has been unoccupied for 30 consecutive days or more</p>
<p>15. LOSS OF RENT/ALTERNATIVE ACCOMMODATION</p> <p>While the Private Residence is not occupied because of loss or damage covered under Section A We will pay for</p> <ul style="list-style-type: none"> (1) the amount of rent (including ground rent and management charges) You lose or (2) the reasonable cost of alternative accommodation including the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee residing in the Private Residence where such pets are not permitted in any alternative accommodation <p>We will not pay more than 20% of the Building sum insured (unless specified in the Schedule) for any one claim</p>	
<p>16. Replacement of Locks</p> <p>We will pay for the cost of replacing keys and locks to an external door of the Building following the loss of their keys</p> <p>We will not pay more than £750 for any one claim</p>	<p>16. The cost of replacing keys and locks to a garage or outbuilding</p>
<p>17. Accidental Loss of oil and metered Water</p> <p>We will pay for loss of domestic heating oil and metered water</p> <p>We will not pay more than £1,500 for any one claim</p>	
<p>18. Landscaped Gardens</p> <p>Loss or damage to landscaped gardens through the actions of the emergency services while attending the Building to deal with an emergency included within Causes 1-11 of this policy</p> <p>We will not pay more than £2,500 for any one claim</p>	
<p>19. CARPETS IN COMMUNAL AREAS</p> <p>Loss or damage by Causes 1-11 to fitted carpets in the communal areas of the Building</p> <p>We will not pay more than £5,000 in respect of any one claim</p>	<p>19. Loss or damage to carpets in individual residences</p>

Accidental Damage Extension

Your Schedule will show if this extension has been chosen

What is Covered	What is not Covered
20. Loss or damage to the Building	20. Loss or damage <ul style="list-style-type: none">(a) specifically excluded under Section A(b) by frost(c) by wear and tear or gradually developing deterioration of the Building(d) by vermin insects fungus wet or dry rot(e) by chewing scratching tearing or fouling by domestic animals(f) by mechanical or electrical breakdown or derangement(g) specifically covered elsewhere in this policy(h) arising from the alteration or extension of the Building or the cost of maintenance or routine decoration(i) arising from faulty workmanship defective design or use defective materials

Reinstatement
Extension -
Section A Buildings

Your Schedule will show if this extension has been chosen
Day One Reinstatement Extension

What is the most We will pay

New India will not pay more in total than the Limit of Liability for any one claim under Causes 1-11 and covers 13 14 16 and 18

We will pay in addition any amounts due under covers 12 15 and 17

For the purposes of this Section the Limit of Liability represents 130% of the sum insured

The sum insured is the **Insured's** assessment of the cost of **Reinstatement** of the **Building** at the level of costs applying at the inception of the period of insurance

If the property insured by an Item on **Buildings** suffers loss or damage the amount payable will be the cost of **Reinstatement**

Basis of Settlement

Reinstatement means:

the rebuilding or replacement of the **Building**

or

the repair or restoration of the **Building**

in each case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Provision

The above Basis of Settlement will only apply if

- (a) the **Reinstatement** commences and proceeds without unreasonable delay
- (b) the costs of **Reinstatement** shall have actually been incurred

Otherwise the Basis of Settlement at our option will include deductions for depreciation and wear and tear

Underinsurance - Buildings

If the **Reinstatement** cost of the **Buildings** insured under Section A shall at the inception of the period of insurance (ignoring any inflationary factors which may operate subsequently) be of greater value than the amount specified as the sum insured the **Insured** shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly

Extensions - Automatically included

Endorsement

the following is deleted:

Condition 1 (a) Maintenance of the sum insured at full value (**Buildings** only)

(1) Limitation Clause

The limitations and exclusions contained herein apply separately to each address to which the insurance applies in the same manner as if each had been insured by a separate policy

(2) Mortgage Interest Clause

It is noted that the mortgagee(s) for the time being of the various properties comprising the **Building** are interested in the Insurance by this policy the name or names to be disclosed in the event of a claim arising

(3) Occupiers Non-Invalidation Clause

The interest of the **Insured** in this insurance shall not be prejudiced by any act or neglect by an authorised occupier of any **Building** hereby insured whereby the risk of loss or damage is increased without the authority or knowledge of the **Insured** providing the **Insured** shall immediately on becoming aware thereof give notice in writing to **New India** and pay such reasonable additional premium as **New India** may require

(4) Capital Additions

The insurance by Section A - **Buildings** extends to include insofar as the same are not otherwise insured

(a) newly acquired or newly erected property

(b) alterations additions and improvements to property

anywhere in Great Britain for an amount not exceeding £500,000

Provided that the **Insured** gives details to **New India** every 3 months and arranges specific insurance from the effective date of the **Insured's** liability whereupon the provisions of this memorandum will be reinstated

(5) Workmen

Workmen may be employed for the purpose of minor extensions or alterations installations maintenance and the like without prejudice to this insurance

(6) Tenant's Subrogation Waiver

Following damage to any **Building** covered by this Policy **New India** agrees to waive any rights remedies or relief to which they might become entitled by subrogation against any tenant of such **Buildings** provided that

(a) the damage did not result from a criminal fraudulent or malicious act of the tenant

(b) the tenant contributes to the cost of insuring the **Buildings** against the event which caused the damage

(7) Trace and Access

This section is extended to include the costs and expenses incurred in locating the source of loss or damage to the Building caused by escape of water or fuel oil from any fixed heating installations including repairs to walls floors or ceilings for an amount not exceeding £5,000 any one claim

Section B – Liability to the Public

This Section is automatically included

Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

Cyber Incident means:

1. an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
2. a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
3. a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Legal Costs

The term “Legal Costs” shall mean legal costs and expenses recoverable by any claimant and all costs and expenses reasonably and necessarily incurred with the prior written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the prior written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured.
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which is the subject of indemnity under this Section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

Solicitor's Fees

The term “Solicitor's Fees” shall mean the Solicitor's fees reasonably and necessarily incurred with the prior written consent of the Insurer for representation of the Insured at

- (a) any coroner's inquest or fatal inquiry arising from any death
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which is the subject of a claim under this Section

What is Covered

Any amount that the **Insured** becomes legally liable to pay as damages in respect of

- bodily injury (including death or disease) to any person
- loss of or damage to property
- trespass nuisance or any interference with any right of way light or water

happening within the United Kingdom the Channel Islands and the Isle of Man during the period of insurance in connection with the **Business** and

- (a) in or about the **Building**
- (b) elsewhere in respect of temporary commercial visits by the **Insured** or the **Insured's** directors partners or non manual Employees normally resident in the United Kingdom the Isle of Man or the Channel Islands provided the action for damages is brought in the Courts of Law of the United Kingdom the Channel Islands or the Isle of Man
- (c) arising from defective work carried out by the **Insured** or on the **Insured's** behalf to any premises within the United Kingdom the Isle of Man or the Channel Islands disposed of by the **Insured** prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by the **Insured** and occupied as a private residence

In the event of the death of the **Insured** **The Insurer** will treat the **Insured's** legal personal representative as the **Insured** in respect of liability incurred by the **Insured**

We will also pay **Legal Costs** and **Solicitor's Fees** in respect of the above legal liability

Provided that the liability of the Insurer for all damages payable arising out of one occurrence or series of occurrences consequent on one original cause shall not exceed the Limit of Indemnity shown on the schedule

The Insurer will also indemnify at the request of the Insured

- (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
- (ii) any officer or member of the Insured's catering social sports or welfare organisations first aid fire or ambulance services in his respective capacity as such

What is not Covered

1. Liability in respect of
 - (a) 1. bodily injury to the **Insured**
 2. bodily injury sustained by an **Employee** arising out of or in the course of employment by the **Insured**
 - (b) Loss or damage to property belonging to the **Insured** or in the **Insured's** or the **Insured's Employees'** custody and control (except for **Employees'** personal effects)
2. Liability arising from
 - (a) deliberate act of the **Insured** or any **Employee** of the **Insured** whilst engaged in supervisory duties unless caused by wilful misconduct of such employee
 - (b) the pursuit by the **Insured** of any trade calling or profession other than the **Business**
 - (c) any contract or agreement unless such liability would have attached in the absence of such contract or agreement
 - (d) the demolition of or any structural alteration or addition to any part of the **Building** other than normal maintenance of the **Building**
 - (e) the occupation of any land or building other than the building including its land referred to in Section C and/or D
 - (f) the ownership of any land or building *but if Section A is operative The Insurer will cover liability arising from the Building referred to in Section A*
 - (g) the ownership possession or use of aircraft watercraft or mechanically propelled vehicles (which includes motor cycles and children's motorcycles and motor cars)
3. Liability of any **Insured** other than **You** for which **You** would not have been covered if the legal action had been brought against **You**
4. Liability in connection with or directly or indirectly caused by an act of Terrorism
5. Liability directly or indirectly caused by or arising from physical or sexual abuse or molestation
6. Liability in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity
7. Liability directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference
8. Liability directly or indirectly caused by **Genetically Modified Organisms ("GMOs")**
9. Liability directly or indirectly caused by transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD)
10. Liability originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause contributing concurrently or in any sequence.
11. Liability directly or indirectly caused by or arising from any Cyber Loss. If the Insurer alleges that by reason of this exception any Cyber Loss sustained by the Insured is not covered the burden of proving the contrary shall be upon the Insured.

Section C – Contents of Communal Areas

Your Schedule will show if this section has been chosen

What are Contents of Communal Areas? <p>The following are included provided that:</p> <ul style="list-style-type: none">(1) they belong to You or You are legally liable for them and(2) they are contained in the communal areas of the Building <p>Furniture furnishings and household goods and pictures and other works of art</p> <p>We will not pay more than £1,000 in respect of any one claim for pictures and other works of art</p>	What things are not Covered <ul style="list-style-type: none">(a) Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars) but lawn-mowers and garden implements are covered(b) parts accessories tools fitted radios cassette players DVD players and compact disc players for the things excluded in (a) above(c) landlord's fixtures and fittings <div>Included in Section A - Buildings<ul style="list-style-type: none">(d) property more specifically insured by any other insurance(e) animals(f) documents(g) clothes and articles of a strictly personal nature likely to be worn used or carried and also sports equipment and bicycles(h) jewellery articles of gold silver or other precious metals watches furs cameras (including video cameras and camcorders) binoculars and collections of stamps coins and medals(i) coins and bank notes in current use cheques postal orders and money orders premium bonds savings stamps and certificates stamps in current use travel tickets petrol coupons record tokens book tokens or other tokens luncheon vouchers trading stamps(j) carpets</div> <div>Included in Section A - Buildings<ul style="list-style-type: none">(k) property in the open</div>
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What is the most We will pay? <p>New India will not pay more in total than the Contents of Communal Areas sum insured for any one claim under Causes 1-11 and Cover 12</p>	see page 32 for basis of settlement
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What is Covered <p>Your policy covers loss or damage to Contents of Communal Areas while they are in the Building by the following Causes:</p> <p>Causes</p> <ul style="list-style-type: none">1. Fire explosion lightning earthquake2. Storm or flood3. Riot civil commotion strikes labour and political disturbances4. Malicious persons5. Subsidence or ground heave of the site on which the Building stands or landslip	What is not Covered <p>We will not pay for the following:</p> <p>The amount of the Excess shown in the Schedule</p> <ul style="list-style-type: none">2. Loss or damage by frost4. Loss or damage while the Building has been unoccupied for 30 consecutive days or more
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Section C continued

What is Covered	What is not Covered
<p>6. Escape of water from</p> <p>(1) a fixed: water installation drainage installation heating installation</p> <p>(2) a washing machine dishwasher water bed refrigerator or deep freeze cabinet</p>	<p>6. Loss or damage while the Building has been unoccupied for 30 consecutive days or more</p>
<p>7. Theft or attempted theft following forcible and violent entry to or exit from the Building</p>	<p>7. (a) Loss or damage while the Building has been unoccupied for 30 consecutive days or more</p> <p>(b) loss or damage where a resident or Employee acts as principal or accessory</p>
<p>8. Collision by:</p> <p>(1) aircraft or aerial devices or anything dropped from them</p> <p>(2) vehicles</p> <p>(3) animals</p>	<p>8. Loss or damage caused by pets or insects</p>
<p>9. Breakage or collapse of radio or television aerials</p> <p>We will not pay more than £500 for any one satellite dish</p>	<p>9. (a) mechanical or electrical breakdown or derangement</p> <p>(b) damage caused by or in the process of cleaning maintenance repair or dismantling</p> <p>(c) damage to equipment not in or on the Building</p>
<p>10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation</p>	
<p>11. Falling trees or branches</p>	<p>11. The cost of removal of the tree or branch</p>
<p>The following Covers are included in this Section</p>	
<p>12. MIRRORS AND GLASS</p> <p>Accidental breakage of</p> <p>(1) mirrors</p> <p>(2) fixed glass in and glass tops of furniture</p> <p>(3) ceramic hobs and ceramic tops of cookers</p>	<p>12. Loss or damage while the Building has been unoccupied for 30 consecutive days or more</p>
<p>13. CONTENTS REMOVED TO THE GARDEN</p> <p>Loss or damage by Causes 1-11 to Contents of Communal Areas while removed to the open within the boundaries of the land belonging to the Building</p> <p>We will not pay more than £250 for any one claim</p>	<p>13. Loss or damage to plants</p>

Section D – Landlord's Contents of Individual Residences

Your Schedule will show if this section has been chosen

What are Contents of Individual Residences? <p>The following are included provided that:</p> <ol style="list-style-type: none">(1) they belong to You or You are legally liable for them and(2) they are contained in the Private Residence <p>Furniture carpets furnishings and household goods</p> <p>Private Residence means a self contained dwelling house maisonette or flat within a block of flats or complex</p>	What things are not Covered <ol style="list-style-type: none">(a) Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars) but lawn-mowers and garden implements are covered(b) parts accessories tools fitted radios cassette players DVD/Blu-ray players and compact disc players for the things excluded in (a) above(c) landlord's fixtures and fittings <div>Included in Section A - Buildings</div> <ol style="list-style-type: none">(d) tenant's property(e) property more specifically insured by any other insurance(f) animals(g) documents(h) clothes and articles of a strictly personal nature likely to be worn used or carried and also sports equipment and bicycles(i) jewellery articles of gold silver or other precious metals watches furs cameras (including video cameras and camcorders) binoculars pictures and other works of art and collections of stamps coins and medals(j) coins and bank notes in current use cheques postal orders and money orders premium bonds savings stamps and certificates stamps in current use travel tickets petrol coupons record tokens book tokens or other tokens luncheon vouchers trading stamps
What is the most We will pay? <p>New India will not pay more in total than the Contents of Individual Residences sum insured for any one claim under Causes 1-11 and Cover 12 and 13</p> <p>see page 32 for basis of settlement</p>	
What is Covered <p>Your policy covers loss or damage to Contents of Individual Residences while they are in the Private Residence by the following Causes:</p> <p>Causes</p> <ol style="list-style-type: none">1. Fire explosion lightning earthquake2. Storm or flood3. Riot civil commotion strikes labour and political disturbances4. Malicious persons5. Subsidence or ground heave of the site on which the Building stands or landslide	What is not Covered <p>We do not pay the amount of the Excess shown in the Schedule in respect of each occurrence of loss or damage for each residence and We will not pay for the following:</p> <ol style="list-style-type: none">2. Loss or damage<ol style="list-style-type: none">(a) by frost(b) to property in the open4. Loss or damage while the Private Residence has been unoccupied for 30 consecutive days or more

Section D continued

What is Covered	What is not Covered
<p>6. Escape of water from</p> <p>(1) a fixed: water installation drainage installation heating installation</p> <p>(2) a washing machine dishwasher water bed refrigerator or deep freeze cabinet</p>	<p>6. Loss or damage while the Private Residence has been unoccupied for 30 consecutive days or more</p>
<p>7. Theft or attempted theft following violent and forcible entry to or exit from the Private Residence</p>	<p>7. Loss or damage while the Private Residence has been unoccupied for 30 consecutive days or more</p>
<p>8. Collision by:</p> <p>(1) aircraft or aerial devices or anything dropped from them</p> <p>(2) vehicles</p> <p>(3) animals</p>	<p>8. Loss or damage caused by pets or insects</p>
<p>9. Breakage or collapse of radio or television aerials</p>	<p>9. (a) mechanical or electrical breakdown or derangement (b) damage caused by or in the process of cleaning maintenance repair or dismantling (c) damage to equipment not in or on the Building</p>
<p>10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation</p>	
<p>11. Falling trees or branches</p>	<p>11. The cost of removal of the tree or branch</p>
<p>the following Covers are included in this Section:</p> <p>12. MIRRORS AND GLASS</p> <p>Accidental breakage of</p> <p>(1) mirrors</p> <p>(2) fixed glass in and glass tops of furniture</p> <p>(3) ceramic hobs and ceramic tops of cookers</p>	<p>12. Loss or damage while the Private Residence has been unoccupied for 30 consecutive days or more</p>
<p>13. AUDIO AND AUDIO VISUAL EQUIPMENT</p> <p>Accidental damage to</p> <p>(1) television sets</p> <p>(2) radios</p> <p>(3) record players DVD/Blu-ray players compact disc players and tape recorders</p> <p>(4) video recorders</p> <p>which are owned by You or for which You are legally liable</p>	<p>13. (a) Damage to equipment designed to be portable whilst it is being transported or carried or moved (b) mechanical or electrical breakdown or derangement (c) damage to records discs cassettes and tapes (d) damage caused by or in the process of cleaning maintenance repair or dismantling (e) damage to equipment in the open</p>
<p>14. CONTENTS REMOVED TO THE GARDEN</p> <p>Loss or damage by Causes 1-11 to Landlord's Contents of Individual Residences while removed to the open within the boundaries of the land belonging to the Building</p> <p>We will not pay more than £250 for any one claim</p>	<p>14. Loss or damage to plants</p>

Section E – Liability to Employees

Your Schedule will show if this section has been chosen

Definitions

Business

The term “Business” shall include

- (a) the provision and management of catering social sports and welfare organisations for the benefit of Employees
- (b) first aid fire and ambulance services
- (c) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured
- (d) the ownership of premises by the Insured including incidental repair and maintenance

Legal Costs

The term “Legal Costs” shall mean legal costs and expenses recoverable by any claimant and all costs and expenses reasonably and necessarily incurred with the prior written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the prior written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured.
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which is the subject of indemnity under this Section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

Solicitor’s Fees

The term “Solicitor’s Fees” shall mean the Solicitor’s Fees reasonably and necessarily incurred with the prior written consent of the Insurer for representation of the Insured at

- (a) any coroner’s inquest or fatal inquiry arising from any death
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which is the subject of a claim under this Section

What is Covered

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of bodily injury (including death or disease) sustained by an Employee arising out of and in the course of his/her employment or engagement by the Insured in the Business and caused

- (a) within Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (b) elsewhere in the world in respect of Employees normally resident in and travelling from the territories mentioned in (a) but this Section shall not apply to liability incurred under any Workers Compensation or similar legislation

during the Period of Insurance

Provided that the action for damages is brought in the Courts of Law of Great Britain Northern Ireland the Channel Islands and the Isle of Man

The Insurer will also pay Legal Costs and Solicitor’s Fees in respect of the above legal liability

The indemnity granted by this Section is deemed to be in accordance

What is not Covered

Offshore Installations

The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with work on offshore platforms rigs or other such installations including travel to or from the mainland or between installations

Passenger Liability

The Insurer will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is

- (a) carried in or upon a vehicle
- (b) entering or getting onto or alighting from a vehicle

Where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road

For the purposes of this Exception the terms “road” and “vehicle” have the same meaning as in the Road Traffic Act 1988 or similar legislation

What is Covered

with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Channel Islands and the Isle of Man insofar as this clause applies to those territories) but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provision of such law

Provided that the liability of the Insurer for all damages costs fees and expenses payable under this Policy in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence shall not exceed the Limit of Indemnity shown on the schedule other than as set out below

The Limit of Indemnity in respect of any one claim or series of claims arising out of one occurrence arising from or directly or indirectly caused by any act of **Terrorism** shall not exceed £5,000,000

If the Insurer alleges that by reason of this limitation any liability for damages costs or expenses is covered only up to the specified Limit of Indemnity the burden of proving the contrary will be on the Insured

Extensions

1) Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

by any Employee or the personal representative of any Employee in respect of bodily injury (including death or disease) sustained by any Employee arising out of and in the course of employment or engagement by the Insured in the Business and caused during the Period of Insurance against any company or individual operating within premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgment the Insurer will at the request of the Insured pay to the Employee the amount of any such damages and any awarded costs to the extent they remain unsatisfied

Provided always that

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension the Employee or the personal representative of the Employee shall assign any such damages and any awarded costs to the Insurer

2) Indemnity to Other Persons

The Insurer will also indemnify

- (a) any party for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and in respect of Employers' Liability Insurance only insofar as concerns bodily injury sustained by an Employee of the Insured
- (b) at the request of the Insured
 - (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
 - (ii) any officer or member of the Insured's catering social sports or welfare organisations first aid fire or ambulance services in his respective capacity as such
- (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

3) Compensation for Court Attendance Costs

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner £250 per day
- (b) any Employee £100 per day

Section F – Legal Expenses

Your Schedule will show if this section has been chosen

This section is provided by ARAG plc under a binding agreement with AmTrust Europe Limited. ARAG plc is authorised and regulated by the Financial Conduct Authority under registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 202189. This can be checked by visiting the FCA website at www.fca.org.uk/register

Privacy Statement

This is a summary of how We collect, use, share and store personal information. To view Our full privacy statement, please see Our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should We ask for personal or sensitive information, We undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers We appoint to process the handling of a claim.

Using personal or sensitive information

The reason We collect personal or sensitive information is to fulfil Our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, We may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected.

Please refer to Our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how We hold personal data including: the right to a copy of the personal data We hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when We will not be able to delete personal data, please refer to Our full privacy statement.

Definitions

We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer of this section, AmTrust Europe Limited

Insured

The person, company or companies named in the Schedule

Insured Director

A director or officer of the Insured declared to Us

Employee

Directors, partners, managers, officers and employees of the Insured

Appointed Advisor

- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by Us to act on behalf of the Insured
- 2) mediator appointed by Us to provide impartial dispute resolution in relation to a claim accepted by Us.

Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees or, where discounted, that a discounted fee is payable. This is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by Us before it is entered into.

Collective Conditional Fee Agreement

The separate agreement between the Appointed Advisor and Us for paying his or her professional fees or, where discounted, that a discounted fee is payable. This is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

Insurer

AmTrust Europe Limited

Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
 - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
 - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
 - c) Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement
- 2) In respect of Contract & Debt Recovery where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
- 3) Loss of earnings incurred under Compliance & Regulation
- 4) Health and Safety Executive Fees for Intervention

Limit of Indemnity

The maximum Legal Costs & Expenses and Compensation Awards payable by the Insurer in respect of all claims related by time or original cause as stated in the schedule. In respect of Compensation Awards the maximum amount payable by the Insurer in respect of all claims aggregated in any one Period of Insurance is £1,000,000.

Reasonable Prospects of Success

In civil proceedings and criminal prosecution claims (except where the Insured pleads guilty), where the Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the Insured pleads guilty, there is a greater than 50% chance of successfully mitigating the Insured's sentence or fine

In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful

In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful

Time of Occurrence

- 1) for civil cases (other than Tax Protection) when the cause of action first accrued
- 2) for Criminal cases when the Insured commenced or is alleged to have commenced to violate the criminal law in question
- 3) for licence and registration appeals when the Insured first becomes aware of the proposal by the relevant licensing or regulatory authority to suspend, revoke, alter the terms of, refuse to renew or cancel the Insured's licence or British Standard Certificate or Registration
- 4) for aspect or full enquiries under Tax Protection when HM Revenue & Customs first notifies the Insured of their intention to make enquiries

For Employers Compliance and VAT Disputes when the relevant authority sends an assessment or written decision to the Insured

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

Territorial Limit

United Kingdom, Channel Islands and the Isle of Man

Cover

WHAT IS INSURED

For all Insured Events the Insurer will pay the Insured's Legal Costs & Expenses (and Compensation Awards) up to the Limit of Indemnity, including the cost of appeals provided that:

- 1) the Insured Event arises in connection with the business
- 2) the Time of Occurrence occurs within the Period of Insurance and within the Territorial Limit
- 3) the claim
 - always has Reasonable Prospects of Success
 - is reported to Us immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this section
- 4) the Insured always agrees to use the Appointed Advisor nominated by Us in any claim
 - falling under the jurisdiction of an Employment Tribunal and/or
 - prior to the issue of legal proceedings,
- 5) any proceedings or hearing are dealt with by a Court, tribunal or other body that We agree to, in the Territorial Limit
- 6) in respect of a claim under Contract & Debt Recovery the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

EMPLOYMENT

Defending the Insured in an employment dispute with an Employee, ex-Employee, prospective employee or trade union acting on their behalf, arising from a breach or an alleged breach of their

- a) contract of service with the Insured and/or
- b) statutory rights under employment legislation

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

WHAT IS NOT COVERED

- 1) Any claim arising from or relating to:
 - (i) the pursuit of an action by the Insured other than an appeal against the decision of a court or tribunal;
 - (ii) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days from the start of cover under Section F, except where the Insured had equivalent cover in force up until the start of this Section;
 - (iii) Legal Costs & Expenses for preparation and representation at an internal disciplinary hearing, grievance or appeal;
 - (iv) a pension scheme where actions are brought by 10 or more employees or ex-employees.

<p>INSURED EVENTS COVERED</p> <p>EMPLOYMENT COMPENSATION AWARDS</p> <p>Following a claim We have accepted under Employment any</p> <ul style="list-style-type: none"> a) basic and compensatory award made against the Insured by a tribunal b) amount agreed by us in settlement of a dispute <p>Provided that</p> <ul style="list-style-type: none"> (i) Reasonable Prospects of Success exist for a wholly successful defence throughout (ii) in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy the Insured has sought and followed advice from Us or Our agent throughout including prior to serving any notice of a redundancy (iii) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by Us 	<p>WHAT IS NOT COVERED</p> <ul style="list-style-type: none"> 1) Compensation awards or settlements relating to: <ul style="list-style-type: none"> (i) money due to an Employee under a contract or a statutory provision relating thereto; (ii) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements or trade union recognition; (iii) civil claims or statutory rights relating to trustees of occupational pension schemes.
<p>TAX DISPUTES</p> <ul style="list-style-type: none"> a) A formal aspect or full enquiry into the Insured's business tax affairs b) A dispute about the Insured's compliance with HMRC regulations relating to the Insured's employees, workers or payments to contractors. c) A dispute with HMRC about Value Added Tax. <p>Provided that:</p> <ul style="list-style-type: none"> a) the Insured has kept proper records in accordance with legal requirements and b) in respect of any appealable matter the Insured has requested an Internal Review from HMRC where available. 	<ul style="list-style-type: none"> 1) Any claim arising from or relating to: <ul style="list-style-type: none"> (i) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions (ii) an investigation by the Fraud Investigation Service of HMRC (iii) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements (iv) any enquiry that concerns assets, monies or wealth outside of the United Kingdom (v) your failure to register for VAT.
<p>PROPERTY</p> <p>A dispute relating to material property which is owned by the Insured and is their responsibility</p> <ul style="list-style-type: none"> a) following an event which causes or could cause physical damage to the Insured's material property b) following a public or private nuisance or trespass c) and which the Insured wishes to recover or reposess from an Employee or ex-Employee 	<ul style="list-style-type: none"> 1) Any claim arising from or relating to: <ul style="list-style-type: none"> (i) a contract between the Insured and a third party except for a claim under Property - (c); (ii) goods in transit or goods lent or hired out; (iii) compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority; (iv) a dispute with any party other than the party who caused the damage, nuisance or trespass.
<p>TENANCY DISPUTES</p> <p>A dispute with the Insured's landlord that arises from a written commercial lease agreement, provided that where the dispute arises from or relates to renewal of a lease agreement or the granting of a new business tenancy, the Insured can demonstrate that they have correctly served notice to renew the tenancy in the prescribed form unless the parties have correctly contracted out of the Landlord & Tenant Act 1954.</p>	<ul style="list-style-type: none"> 1) Any dispute that arises from a disagreement with the Insured's tenant over payment or non-payment of rent and or service charges.

INSURED EVENTS COVERED

COMPLIANCE & REGULATION

- (a) The Insured's receipt of a Statutory Notice that imposes terms against which they wish to appeal.
- (b) Notice of a formal investigation or disciplinary hearing by the
 - (i) Care Quality Commission in England,
 - (ii) Care and Social Services Inspectorate in Wales,
 - (iii) Social Care and Social Work Improvement Scotland,
 - (iv) Regulation and Quality Improvement Authority in Northern Ireland,
 - (v) or other relevant professional or regulatory body.
- (c) A civil action alleging wrongful arrest arising from an allegation of theft.
- (d) A claim against the Insured for compensation under the Data Protection Act 2018 provided that
 - (i) The Insured is registered with the Information Commissioner,
 - (ii) The Insured is able to evidence that they have in place a process to
 - investigate complaints from data subjects regarding a breach of their privacy rights,
 - offer suitable redress where a breach has occurred and that their complaints process has been fully engaged.

DIRECTORS PROTECTION

- a) Defending an Insured Director following an alleged wrongful act committed in his or her capacity as Director of the Insured. Subject otherwise to the terms of this section cover also extends to the estate, heirs, legal representatives or assignees of a deceased Insured Director and the legal representatives or assignees or receiver of an Insured Director in the event of bankruptcy or him/her becoming of unsound mind.
- b) Settlement of loss sustained by a third party, other than losses sustained by the Insured or the Employee(s) of the Insured, arising during the Period of Insurance within the Territorial Limit by reason of any wrongful act committed during the Period of Insurance by a Director of the Insured and for which the director is made liable following proceedings within the Territorial Limit.

Provided that the most the Insurer will pay is £25,000 per claim.

Conditions applicable to Directors Protection

Notwithstanding the General Exclusions, where proceedings are brought against several directors one or some of whom is, or are, not entitled to indemnity because of the application of exclusions, those directors who are not entitled shall continue to be indemnified in the terms of the certificate.

The director shall only be covered under this section when the Insured is required or permitted to indemnify the director pursuant to the law, or in the Insured's Memorandum and Articles of Association.

WHAT IS NOT COVERED

Any claim arising from or relating to:

- i) the pursuit of an action by the Insured other than an appeal;
- ii) a routine inspection by a regulatory authority;
- iii) a Health and Safety Executive Fee for Intervention
- iv) an enquiry, investigation or enforcement action by HMRC
- v) a claim brought against the Insured where unlawful discrimination has been alleged.

- 1) any claim arising from proceedings alleging seepage, pollution, or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling omissions or effluent of any kind or arising from any enforcement action or proceedings brought under or pursuant to any statutes, regulations or ordinances.
- 2) any claim arising from proceedings brought about or contributed to by any dishonesty, fraud or reckless act of the Insured Director, provided however that this exclusion shall not operate to the prejudice of any Insured Director who is not guilty of nor party to any such dishonesty, fraudulent or deliberate or reckless act
- 3) any claim arising from proceedings based upon or attributed to the Insured Director
- 4) gaining any profit or advantage or receiving any profit or advantage or receiving remuneration to which the Insured Director was not legally entitled.
- 5) any claim arising from proceedings by the Insured, the Insured's parent or subsidiary or the Insured's directors or employees

Section F continued

INSURED EVENTS COVERED	WHAT IS NOT COVERED
<p>STATUTORY LICENCE PROTECTION</p> <p>Representing the Insured following a notice by the relevant authority to alter, suspend, revoke or refuse to renew their statutory licence</p>	
<p>EMPLOYEES' EXTRA PROTECTION</p> <p>At the Insured's request</p> <ul style="list-style-type: none"> a) defending an Employee in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion b) defending an Employee as a trustee of a pension fund set up for the benefit of the Insured's Employees c) pursuing a claim following an event causing an Employee bodily injury provided that the Employee is under a contract of service with the Insured 	<ul style="list-style-type: none"> 1) Any claim arising from or relating to: <ul style="list-style-type: none"> (i) defending the Insured; (ii) a condition, illness or disease which develops gradually over time.
<p>CONTRACT & DEBT RECOVERY</p> <p>A breach or alleged breach of an agreement or alleged agreement which has been entered into by the Insured or on their behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services</p> <p>Provided that</p> <ul style="list-style-type: none"> a) the amount in dispute exceeds £200, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £200 b) if the amount in dispute exceeds £5,000 the Insured is responsible for the first £500 in each and every claim c) in respect of a claim for an undisputed debt the Insured <ul style="list-style-type: none"> (i) notifies Us within 90 days of the money becoming due and payable (ii) has exhausted its normal credit control procedures 	<ul style="list-style-type: none"> 1) Any claim arising from or relating to: <ul style="list-style-type: none"> (i) an amount which is less than £200; (ii) a dispute arising from a lease or tenancy agreement where the Insured is the landlord or lessor; (iii) the sale or purchase of land or buildings; (iv) loans, mortgages, endowments, pensions or any other financial product; (v) computer hardware, software, internet services or systems which <ul style="list-style-type: none"> (a) have been supplied by the Insured or (b) have been tailored to the Insured's requirements; (vi) a breach or alleged breach of a professional duty by an Insured Person; (vii) the settlement payable under an insurance policy; (viii) a dispute relating to an Employee or ex-Employee; (ix) adjudication or arbitration.

Exclusions applicable to all covers under this Section

The Insured and/or an Employee are not insured for any claim arising from or relating to:-

- 1) Legal Costs & Expenses or Compensation Awards incurred before We accept a claim
- 2) any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of this section and which the Insured and/or an Employee knew or ought reasonably to have known could give rise to a claim under this section
- 3) an allegation against the Insured and/or an Employee involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities.
- 4) the defence of legal proceedings relating to
 - damages for personal injury (other than injury to feelings), or loss or damage to property owned by the Insured
 - a breach or alleged breach of professional duty
 - any tortious liability except where covered under Property
- 5) The payment of fines, penalties or compensation awarded against the insured (except as covered under Insured event Employment compensation awards); or costs awarded against the insured by a court of criminal jurisdiction
- 6) costs awarded against the Insured and/or an Employee by a court of criminal jurisdiction following a conviction
- 7) patents, copyright, trademarks, passing-off, trade or service marks, registered designs, secrecy and confidential information (except in relation to Insured event Employment restrictive covenants);
- 8) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
- 9) franchise rights, or agency rights where the Insured has the legal capacity to alter the legal relations of another
- 10) a judicial review
- 11) a dispute with us or the Insurer not dealt with under Condition 9 - Arbitration
- 12) defamation
- 13) National Minimum Wage and/or National Living Wage Regulations
- 14) a claim where the Insured's failure to notify Us within a reasonable time of the Time of occurrence adversely affects the Reasonable prospects of success of the claim or We consider the Insurer's position has been prejudiced.

Conditions applicable to all covers under this Section

Failure to keep to any of these conditions may lead the Insurer to cancel this section policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

1) The Insured's responsibilities

An Insured and/or an Employee must

- a) observe and keep to the terms of this section
- b) not do anything that hinders Us or the Appointed Advisor
- c) tell Us immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section
- d) tell Us immediately of anything that may materially alter our assessment of the claim
- e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim
- f) provide Us with everything We need to help Us handle the claim
- g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to them
- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require
- i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
- j) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceeding or investigation

2) The Appointed Advisor

- a) In certain circumstances as set out in 2 d) below the Insured or an Employee may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- b) Where the Insured or an Employee wish to exercise their right to choose, they should write to Us with their nominated representative's name and address. Their chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times.
- c) If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
- d) If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor. The right of the Insured to choose never applies to Employment Tribunal, Tax or Small Claims Court claims unless there is a conflict of interest
- e) If the Appointed Advisor refuses with good reason to continue acting for the Insured or an Employee, the Insured or an Employee dismisses the Appointed Advisor without good reason, or the Insured or an Employee withdraws from the claim without our agreement, cover will end immediately unless We agree to appoint another Appointed Advisor
- f) The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or an Employee or a Collective Conditional Fee Agreement with Us if a claim under Contract & Debt Recovery will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

3) Our consent

We must give Our written consent to the Insured and/or an Employee to incur any Legal Costs & Expenses or Compensation Awards. The Insurer does not accept any liability for Legal Costs & Expenses or Compensation Awards incurred without Our written consent.

4) Settlement

- a) The Insurer has the right to settle the claim by paying the value of the claim
- b) The Insured and/or an Employee must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
- c) If the Insured and/or an Employee refuses to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the Appointed Advisorthe Insurer may refuse to pay further Legal Costs & Expenses

5) Counsel's Opinion

We may require the Insured and/or an Employee to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

6) Acts of Parliament & Jurisdiction

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

7) Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

You must comply with the following Conditions to have the full protection of **Your** policy.

If **You** do not comply with them **New India** may at its option cancel the policy and/or refuse to deal with **Your** claim

1. Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured

Full Value means

- (a) for the **Building** The estimated cost of rebuilding – if the **Building** were completely destroyed*
- (b) for **Contents** The current cost as new less a deduction for wear and tear and depreciation

***This is not necessarily the market value**

2. Reinstatement of the Sum Insured

In the event of a claim for an amount not exceeding £2,000 the Sum Insured shall not be reduced by the amount of the loss destruction or damage. In the event of all other claims the Sum Insured shall be reduced by the amount of the loss destruction or damage until the next renewal of the Policy unless the Insurer agrees on payment of an additional premium to reinstatement of the Sum Insured

3. Changes in Facts

You must notify **New India** as soon as possible in writing of any change which may affect this insurance and in particular any change of **Your** occupation or business

You must also notify **New India** at renewal of the policy if

- (a) **You** or in the case of a firm any director or partner have been declared bankrupt or insolvent or placed into administration
- (b) **You** or in the case of a firm any director or partner have been convicted of or charged with but not yet tried for any offence other than motoring offences
- (c) the **Building** is no longer occupied regularly at night
- (d) the **Building** is no longer used solely for private residential purposes†

†If You are in any doubt please ask

4. Taking care of Your property

You must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all reasonable steps to safeguard **Your** property from loss or damage

You must ensure that the structure of the **Building** is maintained in a good and substantial state of repair

5. Claims Procedure (Your duties)

It is a condition precedent to liability that **You** shall give written notice to the Insurer in accordance with the timescales set out below of any occurrence which may give rise to a claim for indemnity under this insurance failing which the Insurer has the option to decline the claim

- (A) For Liability to the Public and Liability to Employees bodily injury claims **You** shall forward to the Insurer by email immediately on receipt and no later than 3 working days following receipt of any claim notification form (CNF) letter of claim writ summons or proceedings
 - (a) The written notice and a detailed statement of claim must be submitted within 14 days of the happening of the bodily injury or of an incident which is likely to give rise to a claim
 - (b) Immediate action must be taken to prevent further bodily injury
 - (c) **You** shall at **Your** expense give to the Insurer all such particulars information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
 - (d) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent

- (B) For claims other than Liability to the Public and Liability to Employees bodily injury claims
- (a) The written notice and a detailed statement of claim must be submitted within
 - (i) 7 days of the happening of loss or damage by malicious persons riot or civil commotion strikers lock-out workers or persons taking part in labour disturbances
 - (ii) 30 days of the happening of any other loss or damage
 - (b) If theft or loss or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
 - (c) Immediate action must be taken to minimise loss and prevent further loss or damage
 - (d) **You** shall at **Your** expense give to the Insurer all such particulars information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
 - (e) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent
 - (f) **You** may not abandon any property to the Insurer

6. Claims Procedure (Insurer's Rights)

- (a) The Insurer shall be entitled to conduct in your name the defence or settlement of any claim or to prosecute for its own benefit any claims for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in settlement of any claim
- (b) In connection with any one claim or number of claims under Section B – Liability to the Public occurring in any one Period of Insurance the Insurer may at any time pay to **You** the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser and thereafter the Insurer shall be under no further Liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) **You** shall allow the Insurer to enter the Building where loss or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner

7. Passenger Lifts

You must ensure that:

- (a) each passenger lift in the **Building** which is owned by **You** or for the maintenance of which **You** are responsible is the subject of a maintenance contract with the manufacturer or other competent party
- (b) all work recommended from time to time by the manufacturer or other competent party is immediately carried out
- (c) all other recommendations made by the manufacturer or other competent party are immediately put into effect

8. Cancellation

- (a) **New India** may cancel this Policy by sending seven days' notice by recorded delivery to the **Insured** at the **Insured's** last known address in which event the **Insured** shall receive a pro-rata return of premium for the unexpired Period of Insurance
- (b) **New India** may cancel this Policy forthwith in the event of non-payment of the premium or default by the **Insured** under any monthly instalment scheme. No refund will be made of any instalment paid
- (c) **New India** may at its option deduct any outstanding premium remaining unpaid from any claim payment made under this Policy
- (d) **You** may cancel this Policy at any time by giving the Insurer written notice and in such event We will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to
 - (i) no claims having been made and no incidents having arisen that could result in a claim under this Policy during the current Period of Insurance
 - (ii) a minimum premium of £100 plus Insurance Premium Tax being retained by the Insurer

Date of notification of Cancellation	Percentage of the current Premium plus IPT returned
Within 1 month of commencement of the Period of Insurance	80%
Within 2 months of commencement of the Period of Insurance	70%
Within 3 months of commencement of the Period of Insurance	60%
Within 4 months of commencement of the Period of Insurance	50%
Within 5 months of commencement of the Period of Insurance	40%
Within 6 months of commencement of the Period of Insurance	30%
Within 7 months of commencement of the Period of Insurance	20%
Within 8 months of commencement of the Period of Insurance	10%
After 8 or more months of commencement of the Period of Insurance	0%

We shall not be bound to invite or accept renewal of this Policy or provide cover for **You** under a new Policy

9. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

10. Cooking in Bedrooms – Applicable to Bed-Sitters

This Policy does not provide cover in respect of loss, or destruction of or damage to property or any loss or expense resulting or arising from cooking in bedrooms unless it is undertaken in a properly constructed kitchen area

11. Tenancy Agreement

It is a requirement of this Policy that any tenancy agreement which relates to the **Building** must be arranged between **the Insured** and the tenant and be for a period of not less than 6 months

12. Multi Tenure Properties

It is a requirement of this Policy that if the **Building** is occupied by more than one tenant who share communal kitchen and/or bathroom facilities a tenancy agreement must be in force between such tenant and the landlord. The tenancy agreement should state that there is Joint and Several Liability which will be deemed to be a Single Tenancy Agreement for the purposes of this insurance

13. Felt Roof Condition

It is a condition precedent to liability that if any **Building** 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 the Insurer

14. Portable Heaters

It is a condition precedent to liability in respect of loss or damage to property that there be no portable heating appliances used in the **Building** other than electric fan heaters or oil filled radiators.

15. Breach of Duty of Fair Representation

If **New India** becomes aware that **You** deliberately or recklessly provided false or misleading information or withheld important information **New India** will treat this Policy as if it never existed and decline all claims.

If **New India** becomes aware that **You** carelessly provided false or misleading information or failed to disclose important information it could adversely affect **Your** Policy and any claim. For example **New India** may:

- (a) treat this Policy as if it never existed and refuse to pay claims and return the premium paid. **New India** will only do this if **You** have been provided with insurance cover which **New India** would not otherwise have offered;
- (b) amend the terms of the Policy. **New India** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- (c) charge more for the Policy or reduce the amount paid on a claim in the proportion the premium paid bears to the premium which would have been charged; or
- (d) cancel **Your** Policy in accordance with the Cancellation clause under Conditions.

16. Fraud

You must not act in a fraudulent manner

If **You** or anyone acting for **You** makes a claim under the policy knowing the claim to be false or fraudulently inflated in any respect or if any loss or damage is caused by **Your** wilful act or with **Your** connivance **We** will not pay the claim and all cover under the policy is forfeited

17. Unoccupancy

If any tenanted accommodation forming part of the **Building** is unoccupied for 30 consecutive days or more whilst untenanted **You** must ensure that:

- (a) the gas electricity and water is turned off at the mains and the water and heating system is drained
- (b) the premises are visited at least once every 7 days and written reports are kept following such inspections
- (c) any defect revealed by an inspection is promptly rectified
- (d) all perimeter walls gates and fences are maintained in good order
- (e) where the premises remain unoccupied for more than three months all ground floor windows and unnecessary doors are bricked up or boarded over and letter boxes are sealed

General Exclusions

What is not covered

These exclusions apply throughout the policy

1. We will not pay for

- (a) any loss or damage or liability occasioned by or happening through
 - (1) riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands
 - (2) confiscation or detention by customs or other officials or authorities
- (b) loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

*Exclusion 1 does not apply to Sections B - Liability to the Public and E - Liability to **Employees***

2. We will not pay for

- (a) (1) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss
 - (2) any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
- (b) any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

3. We will not pay for

any reduction in market value of any property following its repair or reinstatement

*Exclusion 3 does not apply to Sections B - Liability to the Public and E - Liability to **Employees***

4. We will not pay for

- (a) any loss or damage in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
- (b) any loss or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - (i) Riot or Civil Commotion
 - (ii) **Terrorism**

For the purposes of this policy **Terrorism** shall mean any 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

This Policy also excludes loss or damage of whatsoever nature directly or indirectly resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If any action suit or other proceedings where **New India** alleges that by reason of this definition any loss destruction or damage is not covered by this policy the burden of proving such loss destruction or damage is covered shall be upon **You**

*Exclusion 4 does not apply to Sections E - Liability to **Employees***

What is not covered

5. Date Change Exclusion

This policy does not provide cover in respect of any

- (1) loss or destruction of or damage to property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by the Insured and/or
- (2) liability for damages attaching to the Insured or any associated costs relating thereto

directly or indirectly caused by or contributed to by or consisting of or arising from

the failure at any time of any computer data processing equipment or media microchip integrated circuits or similar device or any computer software whether the property of the Insured or not to

- (a) recognise correctly or treat any date as its true calendar date and/or
- (b) capture save retain process manipulate or interpret correctly any data information command or instruction as a result of
 - (i) its failing to treat any calendar date as its true date or
 - (ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time

but provision (1) shall not exclude subsequent loss or destruction of or damage to property or consequential loss not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons (other than thieves) earthquake storm flood subsidence escape of water from any tank apparatus or pipe (including sprinkler installations) or impact by any road vehicles or animal where such loss destruction damage or consequential loss is insured by the policy.

Where cover is in force this exclusion shall not apply to the Employers' Liability section of the policy.

6. Cyber Loss

- (1) Notwithstanding any provision to the contrary within this policy, this policy excludes any Cyber Loss.
- (2) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (3) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- (4) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- (5) Data means information used, accessed, processed, transmitted or stored by a Computer System.

This Exclusion does not apply to Section B - Liability to the Public and Section E - Liability to Employees.

7. Communicable Disease

- (1) Notwithstanding any provision to the contrary within this policy, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (2) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

This Exclusion does not apply to Section B - Liability to the Public and Section E - Liability to Employees.

Claims Settlement

New India will at its option pay in cash the amount of the loss or damage or may repair reinstate or replace the lost or damaged property

Matching sets and suites

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings is regarded as a single item

We will pay **You** for individual damaged items but not undamaged companion pieces

Other insurance policies

If any injury loss or damage is covered by any other insurance **New India** will not pay more than its rateable proportion

Basis of Settlement - Section A Buildings

Buildings (other than Carpets in Communal Areas)

We will at our option pay either:

- 1) the cost of rebuilding or replacement
- or
- 2) the cost of repair or restoration

In each case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Provision

The above Basis of Settlement will only apply if

- (a) the rebuilding replacement repair or restoration commences and proceeds without unreasonable delay
- (b) the costs of rebuilding replacement or repair or restoration shall have actually been incurred

Otherwise the Basis of Settlement may include deductions for depreciation and wear and tear

Fitted carpets in Communal Areas

We will at our option pay either:

- 1) the cost of repair or reinstatement
- or
- 2) the cost of replacement as new less a deduction for wear and tear and depreciation

Basis of Settlement - Contents Sections C & D

Contents of Communal Areas and Individual Residences

We will at our option pay either:

- 1) the cost of repair
- or
- 2) the cost of replacement as new less a deduction for wear and tear and depreciation

Inflation Protection

To help protect **You** against the effect of inflation, the **Building** sum insured under Section A will be increased at the end of each month by the percentage increase in the following index:

Section A – Insurance for the **Building** the House Rebuilding Cost Index published by the Royal Institution of Chartered Surveyors

If the index becomes unavailable **New India** will use a suitable alternative index

If an index should fall the sums insured will be maintained

There is no charge for this Inflation Protection at the time of the monthly increase but at the next renewal of **Your** policy the premium will be based on the increased sum insured

During the period of repair or replacement following loss or damage to the **Building** the Sum Insured will continue to receive the benefit of Inflation Protection provided

- (a) **You** take all reasonable steps to ensure that the repair or replacement is carried out without delay
- (b) the Sum Insured at the time of the loss or damage represents the Full Value.

Although **You** have the benefit of Inflation Protection **You** should not rely on this alone to keep **Your** sums insured at the correct level

The **Building** may be growing in value faster than inflation – perhaps because **You** have built an extension

If **You** do not maintain **Your** sums insured at the correct level **Your** policy may not fully protect **You** in the event of a claim



**NEW INDIA
ASSURANCE**

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