

Landlords Property Owners' Insurance

Your Landlords Property Owners' Insurance Policy



Protecting your investment

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1. Introduction



Welcome to Your Alan Boswell Landlords Property Owners Policy

This is an exclusive insurance arranged by Alan Boswell Insurance Brokers Limited and underwritten by Aviva.

Aviva Insurance Limited agrees to provide insurance to You in the manner described in this policy against events set out in the covers specified in the Schedule occurring during any Period of Insurance for which You pay, and Aviva accepts, the premium required.

This Policy, Your Schedule(s) and any special endorsements will be read together as one contract and, unless specifically stated to the contrary, where any word or expression has been given a specific meaning that word or expression will take the same meaning throughout this Policy.

Where a proposal form has been completed this forms the basis of the contract, otherwise the Statement of Fact we have given to You based on the information You provided forms the basis of the contract

Explaining Your insurance documents

This is a brief description of the papers which You should have received or downloaded (for those buying their insurance via our web-site). Please check the list to ensure You have them where appropriate.

Policy Summary	This is an outline of the main features of cover and the significant exclusions and conditions.
Client Terms of Business	This sets out details of the services we can provide and certain terms and conditions that govern the way we operate. It also describes our regulatory status which can be checked with the FSA.
Statement of Fact	This portrays the information You have provided to us in requesting the Policy. You must check this closely to ensure the information we have recorded on Your needs is accurate.
Policy	This document sets out Your cover in detail and You should read it carefully.
Schedule(s)	There is one per property detailing the address of the Premises and the sum(s) insured, excesses and limits of liability relevant to each section of cover on Your Policy. Where applicable, the Schedule attaches an Endorsements Page which details any specific restrictions pertaining to the particular property.

Your Cancellation Rights – see ‘Cancelling Your Policy’ on Page 22.

We are here to help You

Thank You for choosing to buy Your insurance from us. We aim to provide the highest possible service to back up an excellent product. If there is anything You need to change, if You wish to make a claim, or there is anything You would otherwise like to discuss in connection with this or any other form of insurance please do not hesitate to contact us.

Tel: **01603 216399** Email: **landlords@alanboswell.com**
Claims: **01603 218099**
Fax: **01603 218071** Website: **www.alanboswell.com**

Or write to or visit us at: **Harbour House,
126 Thorpe Road,
Norwich, NR1 1UL**



2. Definitions



The information provided below is designed to help You to understand the extent of Your cover and where certain restrictions apply. The term in the left hand column (italicised and in bold) will have the same meaning as defined opposite in the right hand column wherever it is used throughout the policy.

<i>Asbestos</i>	Asbestos, asbestos fibres or any derivatives of asbestos.
<i>Buildings</i>	including landlord's fixtures and fittings including floor coverings, curtains, blinds, and domestic white goods, walls, gates, fences, yards, car-parks, roads, pavements, outbuildings, underground pipes, cables and wires the property of You or for which You are responsible.
<i>Business</i>	Your occupation, full or part-time, as Property owner which includes: <ol style="list-style-type: none"> 1. ownership maintenance and repair of the premises 2. the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services 3. private work undertaken with Your prior consent by employees for any of Your directors or senior officials. 4. participation in trade shows or exhibitions.
<i>Computer and Electronic Equipment</i>	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
<i>Contents</i>	Your property or held by You in trust for which You are responsible other than Property defined under Buildings.
<i>Contents in Common Parts</i>	Your property or held by You in trust for which You are responsible other than Property defined under Buildings but this cover does not include Damage in respect of: <ol style="list-style-type: none"> 1. cash, bank and currency notes, cheques, coins, stamps, securities, or other negotiable instruments 2. curiosities, rare books, works of art, or articles of antique furniture, exceeding £1,000 in value any one article 3. china or other fragile or brittle objects exceeding £1,000 any one article 4. computers and data processing equipment 5. property in transit (unless such transit occurs wholly within the premises) 6. property or structures in the course of construction or erection 7. land 8. growing crops or trees unless specifically mentioned as insured by this cover 9. any property more specifically insured
<i>Cyber Vandal</i>	The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.
<i>Damage</i>	means physical loss or destruction of or damage to the Property Insured.
<i>Data</i>	All information which is: <ol style="list-style-type: none"> (1) electronically stored, or (2) electronically represented, or (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.
<i>Data Storage Materials</i>	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
<i>Defined Territories</i>	This means Great Britain Northern Ireland the Channel Islands the Isle of Man or offshore installations within the Continental Shelf around such territories.
<i>Denial of Service Attack</i>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.
<i>Employee</i>	Any person employed by You under a contract of service or apprenticeship.
<i>Endorsements Page</i>	Details any specific restrictions pertaining to a particular Property.

Failure	Any partial or complete reduction in the: (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, of any (a) Computer and Electronic Equipment (b) electronic means of communication (c) web site.
Indemnity Period	The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the rent is affected as a result of the Damage.
Loss of Data	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
Malicious Contingency	(1) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. (2) Malicious persons other than thieves and Cyber Vandals.
Period of Insurance	The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which Aviva accepts Your Premium.
Policy	This document which sets out the detail of Your cover.
Premises	The Buildings at the address or addresses stated in the Schedule, including their grounds, all within the boundaries for which You are responsible.
Property	The Buildings, Contents and Contents In Common Parts belonging to or under Your control at the Premises.
Schedule	There is one per property detailing the address of the Premises and the sum(s) insured, excesses and limits of liability relevant to each section of cover on Your Policy. Where applicable, the Schedule attaches an Endorsements Page.
Specified Contingency	<ul style="list-style-type: none"> • fire • lightning • explosion • aircraft and other aerial devices or articles dropped from them • earthquake • storm or flood • escape of water from any tank apparatus or pipe • falling trees • impact • escape of fuel from any fixed oil heating installation
Sum Insured	The maximum amount Aviva will pay for Damage to property on the Schedule.
Terrorism	Any act or acts, including but not limited to: 1. the use or threat of force and/or violence and/or 2. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means. caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
Unoccupied	Buildings or any part thereof that have become vacant or disused, untenanted or which have not been actively used for a period of more than 90 consecutive days.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
You, Your, Yours	The policyholder(s) or pertaining to the policyholder(s) as specified in the schedule.

3. Property Damage

Cover and exclusions

What is covered

This cover is applicable to the premises and the Property Insured specified in the Property Schedules. In the event of Damage other than by a cover exclusion Aviva will either:

1. pay to You the value of the Property Insured at the time of the Damage or the amount of such Damage; or
2. reinstate the Property Insured as circumstances permit and in a reasonable manner.

Alternatively You may elect to reinstate the Property Insured in accordance with the Reinstatement Memorandum (see Page 9).

What is not covered - exclusions

This cover does not include:

1. Damage caused by pollution or contamination unless resulting from a sudden and unforeseen cause which is not otherwise excluded.
2. Damage caused by or consisting of:

<ol style="list-style-type: none"> a. inherent vice c. gradual deterioration e. cracking other than to fixed glass g. change in water table level i. rust k. shrinkage m. dryness o. vermin or insects 	<ol style="list-style-type: none"> b. latent defect d. wear and tear f. frost h. corrosion j. wet or dry rot l. dampness n. marring or scratching p. change in temperature colour texture or finish
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but this will not exclude Damage which itself results from a cause not otherwise excluded.
3. Damage consisting of:

<ol style="list-style-type: none"> a. joint leakage b. failure of welds c. cracking d. fracturing e. collapse f. overheating 	}	of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection with these
<ol style="list-style-type: none"> g. mechanical breakdown h. electrical breakdown i. derangement 	}	of the particular machine apparatus or equipment in which such breakdown or derangement originated but this will not exclude Damage which itself results from cause not otherwise excluded.
4. Damage caused by subsidence or ground heave:
 - a. to walls gates fences yards car-parks roads pavements unless also affecting a building insured hereby
 - b. resulting from or consisting of:
 - i) the normal settlement or bedding down of new structures;
 - ii) the settlement or movement of made-up ground;
 - iii) defective design or workmanship or the use of defective materials.
 - c. which originated prior to the inception of this cover.
 - d. resulting from:
 - i) demolition construction or erection structural alteration or repair of any property; or
 - ii) groundworks or excavation at the same premises.
5. Damage caused by landslip resulting from coastal or river erosion.
6. Damage in respect of fences and gates caused by storm or flood.
7. Damage to a building or structure caused by its own collapse or cracking but this will not exclude Damage which itself results from a cause not otherwise excluded.
8. Damage caused by or with the connivance of any employee of You in respect of theft or attempted theft.
9. Damage caused by or consisting of disappearance unexplained or inventory shortage.
10. Damage by theft unless involving entry into or exit from the premises by forcible and violent means.

	<p>11. In regard to buildings occupied solely for residential purposes:</p> <p>a. Damage caused by the following is excluded:</p> <p>i) malicious persons</p> <p>ii) theft</p> <p>iii) accidental damage</p> <p>when any building has been unoccupied in its entirety for a period exceeding 90 consecutive calendar days from the date the tenant vacated the building.</p> <p>b. cover for Damage to any building that has remained unoccupied in its entirety for a period exceeding 90 consecutive calendar days pending an intended sale is excluded, unless You are notified otherwise by Aviva or Alan Boswell Group in writing.</p> <p>12. In regard to buildings occupied partly or in whole for commercial purposes, Damage of any cause from the date the commercial tenant vacates the building is excluded, unless You are notified otherwise by Aviva or Alan Boswell Group in writing.</p> <p>Limits of Liability</p> <p>The liability of Aviva under this cover will not exceed in respect of any item its Sum Insured as stated in its Schedule at the time of the Damage.</p> <p>Excess</p> <p>The amount payable under this policy following Damage will be reduced by the amounts of the Excess stated in the Schedule in respect of each and every loss at each separate Premises as ascertained after the application of all other terms and conditions of the cover including any Condition of Average.</p>
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Basis of Settlement and Additional Covers

Automatic Reinstatement of Sum Insured	The total sum insured will not be reduced by the amount of any loss provided that You pay the pro rata premium calculated from the date of loss to the date of the expiry of the Period of Insurance.
Condition of Average (Underinsurance)	Each Sum Insured (other than those applying solely to private dwellings) is separately subject to Average that is to say if such Sum Insured at the commencement of any Damage is less than the value of the property covered within such Sum Insured the amount payable by Aviva in respect of such Damage will be proportionately reduced.
Capital Additions	Cover in respect of Buildings is extended to include (in so far as they are not otherwise insured) anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man: 1. £2,000,000 at any one situation in respect of any newly acquired or newly erected building; 2. alterations or improvements to a building (but not appreciation in value) for an amount up to 10% of the sum insured or £500,000 whichever is the lower at any one situation. You undertake to advise such additional insurance within 90 days and to pay the appropriate additional premium from the date of inception thereof. Following advice of such additional insurance the provisions of this clause are fully reinstated.
Clearance of Drains	Cover is extended to include reasonable costs incurred to clear drains, sewers and gutters the property of You or for which You are responsible as a consequence of Damage up to a maximum of £10,000 any one loss.
Contracting Purchaser's Interest	Between You contracting to purchase an interest in any building from a third party and the completion of the purchase, if Damage occurs which is not otherwise insured by the Third Party, on completion You will be entitled to benefit under this cover without prejudice to the rights and liabilities of Aviva and under these circumstances the General Condition Unoccupancy shall not be effective.
Contractors' Interest	Where You are required to effect insurance on the Buildings in the joint names of yourselves and the contractor under the terms of a Joint Contracts Tribunal condition or similar then the interest of the contractor in the Buildings as a Joint Insured is hereby noted subject to details of any single contract valued in excess of £250,000 being advised to Aviva and an additional premium being paid is required.
Damage to Grounds	Cover is extended to include reasonable costs incurred to restore or repair landscaped gardens the property of You or for which You are responsible following Damage at the Premises up to a maximum of £25,000 any one loss.
Designation	For the purpose of determining where necessary the heading under which any property is insured, Aviva agrees to accept the designation under which such property has been entered in Your books.
Freeholders, Lessors and Mortgagees	When the interest of any Freeholder, Lessor or Mortgagee has been noted in Property Insured covered by this Section, Aviva agrees that this Section shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagor unknown to or beyond the control of the Freeholder, Lessor or Mortgagee, by which the risk of Damage is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to Aviva (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect.

Index Linking	<p>The Sums Insured under this cover are index-linked. If the Property Insured comprises Buildings the Sums Insured will be adjusted monthly by the latest percentage change in the General Buildings Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index.</p> <p>If the Property Insured comprises Contents the Sum Insured will be adjusted monthly by the latest percentage change in the Consumer Durables Section of the Government's Retail Price Index or other appropriate index. No additional premium will be required during the Period of Insurance.</p> <p>At each renewal the premium will be calculated according to the movement in the appropriate index.</p> <p>Special Provisions</p> <ol style="list-style-type: none"> 1. In the event of Damage the Sum Insured at the time of the Damage will continue to be adjusted during the period necessary for completion of rebuilding repair or replacement providing that this is carried out within a reasonable time. 2. Aviva reserves the right to substitute any other index which is considered relevant where for any reason the above Indices cease to be published or cannot be used to adjust the Sums Insured in the manner described.
Metered Supplies	<p>Cover is extended to include the cost of metered water, gas, oil, electricity supplies following Damage to the Property Insured up to a maximum of £25,000 any one loss.</p>
Non-invalidation	<p>This cover will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of You provided that You immediately become aware thereof give notice to Aviva and pay an additional premium if required.</p>
Other Interests	<p>Subject to Your consent the interest of all parties who wish to register an interest in the Insurance by this cover will be noted provided that all such interests are notified to Aviva within 30 days of Damage.</p>
Professional Fees	<p>Architects', Surveyors', Managing Agents', Legal and Consulting Engineers' Fees hereby necessarily and reasonably incurred in the reinstatement or repair of the property insured consequent upon Damage but not for preparing any claim.</p>
Public Authorities	<p>Following Damage insured by this cover this Insurance includes the additional cost of reinstatement of the destroyed or damaged Property Insured as may be incurred solely by reason of the necessity to comply with the Stipulations of:</p> <ol style="list-style-type: none"> 1. European Union legislation or; 2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereinafter referred to as 'the Stipulations') in respect of: <ol style="list-style-type: none"> a. the lost destroyed or damaged property thereby insured; b. undamaged portions thereof excluding: <ol style="list-style-type: none"> i) the cost incurred in complying with the Stipulations: <ol style="list-style-type: none"> 1) in respect of Damage occurring prior to the granting of this cover; 2) in respect of loss, destruction or Damage not insured by this cover; 3) where notice has been served upon You prior to the commencement of Damage; 4) for which there is an existing requirement which has to be implemented within a given period; 5) in respect of undamaged property other than undamaged portions of the Property Insured damaged as a result of a sudden and unforeseen cause which is not otherwise excluded. ii) The additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen. iii) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any such Stipulations. <p>Special Conditions</p> <ol style="list-style-type: none"> 1. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within the twelve months after the Damage or within such further time as Aviva may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of Aviva under this clause not being increased. 2. If the liability of Aviva under any item of this cover apart from this clause is reduced by the application of any of the terms and conditions of the policy then the liability of Aviva under this clause in respect of any such item will be reduced in like proportion. 3. The total amount recoverable under any item of the cover in respect of this clause will not exceed: <ol style="list-style-type: none"> a. in respect of undamaged portions of the Property Insured (other than foundations) 15% of the total amount for which Aviva would have been liable had the Property Insured at the premises where the Damage has occurred been wholly destroyed; b. its Sum Insured.

Removal of Debris	<p>Costs and expenses following Damage necessarily incurred by You with the consent of Aviva in:</p> <ol style="list-style-type: none"> 1. removing debris from 2. dismantling and/or demolishing of 3. shoring up or propping up of the property insured. <p>The liability of Aviva under this clause and the cover in respect of any property Schedule will be limited to the Sum Insured shown on that property Schedule.</p> <p>Aviva will not pay for any costs or expenses:</p> <ol style="list-style-type: none"> 1. incurred in removing debris, except from the site of such property destroyed or damaged and the area immediately adjacent to such site; 2. arising from pollution or contamination of property not insured by this cover.
Replacement of Locks and Keys	<p>Cover is extended to include reasonable costs necessarily incurred by You as a result of the replacement of locks and keys for which You are responsible at the Premises following the theft of keys from Your business Premises or from the home of You or of any person authorised by You to hold such keys up to a maximum of £1,000 any one theft.</p>
Risk Protection Equipment Replacement Costs	<p>Cover is extended to include reasonable costs necessarily incurred by You for re-filling fire extinguishing appliances replacing used sprinkler heads and having fire burglar alarms and closed circuit television equipment re-set solely as a consequence of Damage.</p>
Sprinkler Installation Upgrading Costs	<p>If, following Damage, Aviva requires the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, Aviva will pay the costs incurred by You provided that at the time of the Damage the installation conformed to the 28th or 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of original installation but did not conform to subsequent amendments to such rules.</p>
Temporary Removal	<p>Cover is extended to include the Property Insured whilst such property is temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit for such purposes all in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. The liability of Aviva under this Clause will not exceed 10% of the Sum Insured by each item of the cover. This Clause does not apply to property in so far as it is otherwise insured.</p>
Trace and Access	<p>Cover is extended to include reasonable costs incurred in locating the source of Damage caused by escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation. The maximum Aviva will pay in respect of any one claim is £50,000.</p>
Tree Felling and Lopping	<p>Cover includes costs incurred by You, up to an amount of £5,000 any one claim, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured.</p> <p>Aviva will not pay for:</p> <ol style="list-style-type: none"> 1. Legal or Local Authority costs involved in removing trees 2. costs incurred solely to comply with a Preservation Order.
Unauthorised Use of Services	<p>The insurance by this Section extends to include the cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying Your Premises without Your consent provided that Aviva's liability in respect of this extension shall not exceed £10,000 for any one claim and You shall take all practical steps to terminate such unauthorised use immediately You become aware of it.</p>
Underground Services	<p>The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are legally responsible as owner of the Premises.</p>
Value Added Tax	<p>The insurance by each item on Buildings in the Property Schedules extends to include Value Added Tax paid by You (including "self-supply" Value Added Tax where appropriate) which is not subsequently recoverable provided that:</p> <ol style="list-style-type: none"> 1. a. Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings to which such item relates following Damage. <ol style="list-style-type: none"> b. Aviva has paid or has agreed to pay for such Damage. c. if any payment by Aviva in respect of the reinstatement or repair of such Damage is less than the actual cost of the reinstatement or repair any payment under this clause resulting from that Damage will be reduced in like proportion. 2. Your liability for such tax does not arise from the replacement Building having greater floor area than or being better or more extensive than the destroyed or damaged building. 3. where an option to reinstate on another site is exercised, Aviva's liability under this clause will not exceed the amount of tax that would have been payable had the Building been rebuilt on its original site. 4. Aviva's liability under this clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax. <p>The following amendments are made to the terms and conditions of this Policy in respect of this clause only:</p> <ol style="list-style-type: none"> a. for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax; b. the liability of Aviva may exceed the Sum Insured by an item or in the whole the Total Sum Insured where such excess is solely in respect of Value Added Tax.

Workers	Workers are allowed in on or around the Buildings for the purpose of completing maintenance repairs minor additions alterations or decorations.
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Reinstatement

Reinstatement Memorandum	<p>This cover is applicable to the premises and the Property Insured specified in the Appendix and Property Schedules. In the event of Damage other than by a cover exclusion Aviva will either:</p> <ol style="list-style-type: none"> 1. pay to You the value of the Property Insured at the time of the Damage or the amount of such Damage; or 2. reinstate the Property Insured as circumstances permit and in a reasonable manner. <p>Alternatively You may elect to reinstate the Property Insured in accordance with the material damage cover basis of the Settlement Memorandum</p> <p>Basis of Claims Settlement – Reinstatement</p> <p>Unless otherwise stated in the Schedule, in the event of Damage the basis upon which Aviva will calculate the amount Aviva will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions:</p> <ol style="list-style-type: none"> 1. If Property Insured under any Buildings, Blocks of Flats, Furniture, Machinery or Tenants alterations Item described in the Schedule, other than, pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, Aviva will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new. If such Property Insured is damaged, Aviva will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, Aviva will not pay more than Aviva would have done if the property had been completely destroyed. 2. The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Aviva's liability. 3. All work must begin and be carried out as quickly as possible. 4. If, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss. 5. Aviva will not pay under this Clause: <ol style="list-style-type: none"> a. until You have incurred the cost of replacing or repairing the Property Insured; b. if You, or someone acting on Your behalf has insured the property under another policy which does not have a similar basis of reinstatement; c. if You do not comply with any of the terms of this Clause.
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4. Loss of Rent & Alternative Accommodation

<p>Cover</p>	<p>Aviva will indemnify You in respect of:</p> <ol style="list-style-type: none"> 1. loss of rent by You as a result of any residence being made uninhabitable following Damage; 2. the necessary and reasonable additional cost of alternative accommodation and temporary storage of furniture incurred by any owner or lessee of any residence made uninhabitable or to which access is denied following Damage. <p>Provided the liability of Aviva does not exceed 30% of the Buildings Sum Insured in the Schedule in total.</p> <p>Indemnity Period The period beginning with occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the Damage.</p> <p>Maximum Indemnity Period Twelve months</p> <p>Extension Damage as insured by this cover clause includes property in the vicinity of the Premises, destruction of or Damage to which shall prevent the use of the Premises or access thereto whether the Premises or property of You therein shall be damaged or not but excluding destruction of or Damage to property of any public utility from which You obtain supplies or services.</p>
<p>Loss of Rent from Commercial Buildings</p>	<p>The insurance by this cover relating to loss of rent from commercial buildings or commercial portions of buildings where shown as insured only applies if the said buildings, or any part thereof, is unfit for occupation in consequence of Damage and then the amount payable shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured.</p> <p>Indemnity Period The period beginning with occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the Damage.</p> <p>Maximum Indemnity Period Twelve months</p>

5. Employers' Liability

Cover	<p>This cover will indemnify You against:</p> <ol style="list-style-type: none"> all sums which You become legally liable to pay for damages (other than liquidated damages) and claimants' costs and expenses in respect of bodily injury, illness, disease or nervous shock caused during the Period of Insurance to any person under a contract of service or apprenticeship with You if such injury, illness, disease or nervous shock arises out of and in the course of their employment by You. All costs and expenses of litigation incurred with the written consent of Aviva in respect of a claim against You to which the indemnity, expressed in this cover applies. the payment of the solicitor's fee incurred with the written consent of Aviva for representing You at proceedings in any Court of Summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this cover or at any Coroner's Inquest of Fatal Accident Inquiry in respect of any such occurrence.
Amount of Indemnity	<p>Any One Event The liability of Aviva for all damages (other than liquidated damages) payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause will not exceed the sum in the Schedule.</p> <p>Any One Occurrence The liability of Aviva for all damages (other than liquidated damages) legal costs and other expenses payable in respect of any one claim or series of claims arising out of one cause will not exceed the sum in the Schedule.</p>
Territorial Limits	<p>This cover will apply to occurrences anywhere in the world but not:</p> <ol style="list-style-type: none"> in connection with any business conducted by You from premises outside the Defined Territories. liability in respect of injury illness or disease of any person under a contract of service or apprenticeship with You and engaged by You outside the Defined Territories for the purpose of work by such person outside the Defined Territories.

Interpretation

Additional Persons Insured	<p>The persons insured will include:</p> <ol style="list-style-type: none"> Your personal representatives in respect of liability You incur. At Your request: <ol style="list-style-type: none"> any director, partner of Employee of Yours. any Persons Working For You (as defined below). the officers, committees and members of Your <ol style="list-style-type: none"> canteen, social, sports, educational and welfare organisations first aid, fire, security and ambulance services in their respective capacity as such. any principal for whom You are carrying out a contract to the extent required by the contractor conditions. those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You. <p>Each indemnified party will be subject to the terms of this Section so far as they apply. The total amount which Aviva will pay will not exceed the Amount of Indemnity stated in Your Schedule regardless of the number of parties claiming to be indemnified.</p>
Persons Working For You	<p>For all the purposes of this cover:</p> <ol style="list-style-type: none"> labour masters and persons supplied by them persons employed by labour only subcontractors self employed persons drivers and/or operators of plant hired to You persons gaining work experience any other person You hire or borrow. voluntary workers <p>working for You in connection with the Business will be deemed to be employed by You under a contract of service or apprenticeship.</p>
Cross Liabilities	<p>If there is more than one Insured specified in the Schedule this cover will apply separately to each one as if a separate policy had been issued to each but the total liability of Aviva will not exceed the Amount of Indemnity.</p>
Effective dates of Endorsements	<p>So far as concerns Employer's Liability any endorsement or extension to this cover will apply to occurrences caused on or after the effective date of such endorsement or extension.</p>

Special Claims Conditions

Avoidance and Recovery	So far as concerns Employer's Liability the Indemnity granted by this cover is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but You will repay to Aviva all sums paid by Aviva which Aviva would not have been liable to pay but for the provisions of such law.
Discharge of Liability	Aviva may pay You the maximum sum payable under this cover in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and Aviva will not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

Special Clauses

Contractual Liability	As far as concerns liability assumed by You by agreement and which would not have attached in the absence of such agreement this cover will apply only if the conduct and control of claims is vested in Aviva but will not apply to liability in respect of: <ol style="list-style-type: none"> liquidated damages or damages imposed by or payable under any penalty clause. any contract for or including the performance of work outside the Defined Territories.
Court Attendance Costs	In the event of any of the under-mentioned persons attending court as a witness at the request of Aviva in connection with an Occurrence in respect of which You are entitled to indemnity under this Insurance Aviva will provide compensation to You at the following rates per day for each day on which attendance is required: <ol style="list-style-type: none"> any of Your directors or partners £500; any person employed by You under a contract of service or apprenticeship £250.
Legal Expenses arising from Health and Safety Legislation	Aviva will indemnify You in respect of: <ol style="list-style-type: none"> legal fees and expenses incurred with Our written consent for defending proceedings, including appeals costs of prosecution awarded against You which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. Aviva will not provide indemnity: <ol style="list-style-type: none"> unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Defined Territories and in connection with the Business. In respect of proceedings which: <ol style="list-style-type: none"> result from any deliberate act or omission by You. relate to the health and safety of any person other than an Employee. where indemnity is provided by another insurance policy.
Motor Vehicles	This cover will not apply to liability in respect of bodily injury illness disease or nervous shock sustained by any employee when the employee is: <ol style="list-style-type: none"> carried in or upon a vehicle; or entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security.
Unsatisfied Court Judgements	Aviva will at Your request pay under Employers' Liability to any person described therein (or in the event of the death of such person their personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within Great Britain, Northern Ireland the Channel Islands or the Isle of Man against any company registered in or any individual domiciled in those territories to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement. Provided that: <ol style="list-style-type: none"> such bodily injury, illness, disease or nervous shock arises out of and in the course of such person's employment by You. in respect of such judgement: <ol style="list-style-type: none"> there is no appeal outstanding. if any payment is made by virtue of this cover the person to whom such payment is made assigns the judgement to Aviva.
Wrongful Arrest	Cover includes Your liability in respect of wrongful detention, false or malicious prosecution or false imprisonment arising out of any accusation of shoplifting, theft, dishonesty or other improper conduct by any person and occurring upon or about the Premises insured. The liability of Aviva during any one Period of Insurance will not exceed £50,000.
Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007	Aviva will indemnify You in respect of <ol style="list-style-type: none"> legal fees and expenses incurred with Aviva's written consent for defending proceedings, including appeals costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007. Aviva will not provide indemnity <ol style="list-style-type: none"> unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Defined Territories and in connection with the Business. in respect of proceedings which <ol style="list-style-type: none"> result from any deliberate act or omission by You. relate to any person other than an Employee. in respect of any <ol style="list-style-type: none"> finances. remedial or publicity orders or any steps required to be taken by such orders. where indemnity is provided by another insurance policy.

6. Public Liability

Cover	<p>This cover will indemnify You against:</p> <ol style="list-style-type: none"> 1. all sums which You become legally liable to pay for damages (other than liquidated damages) and claimants' costs and expenses in respect of Public Liability as defined below in connection with the Business: <ol style="list-style-type: none"> a. Bodily injury to, illness, disease or nervous shock of any person except that arising out of and in the course of their employment by You under a contract of service or apprenticeship. b. Loss of or physical damage to physical property not belonging to You or in Your charge or under Your control or of any servant of Yours. c. Loss arising from trespass, nuisance or interference with any easement of air, light, water or way happening during the Period of Insurance 2. all costs and expenses of litigation incurred with the written consent of Aviva in respect of a claim against You to which the indemnity, expressed in this cover applies. 3. the payment of the solicitor's fee incurred with the written consent of Aviva for Your representation at proceedings in any Court of Summary jurisdiction arising out of any alleged breach of statutory duty resulting in any Occurrence which may be the subject of indemnity under this cover or at any Coroner's Inquest of Fatal Accident Inquiry in respect of any such Occurrence.
Amount of Indemnity	<p>Any One Event The liability of Aviva for all damages (other than liquidated damages) payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause will not exceed the sum in the Schedule.</p> <p>Any One Occurrence The liability of Aviva for all damages (other than liquidated damages) legal costs and other expenses payable in respect of any one claim or series of claims arising out of one cause will not exceed the sum in the Schedule.</p>
Territorial Limits	<p>This cover will apply to occurrences anywhere in the world but not:</p> <ol style="list-style-type: none"> 1. in connection with any business conducted by You from premises outside the Defined Territories. 2. liability in respect of injury illness or disease of any person under a contract of service or apprenticeship with You and engaged by You outside the Defined Territories for the purpose of work by such person outside the Defined Territories.

Interpretation

Additional Persons Insured	<p>The persons insured will include:</p> <ol style="list-style-type: none"> 1. Your personal representatives in respect of liability You incur. 2. At Your request: <ol style="list-style-type: none"> a. any director, partner of Employee of Yours. b. any Persons Working For You (as defined below). c. the officers, committees and members of Your <ol style="list-style-type: none"> i) canteen, social, sports, educational and welfare organisations ii) first aid, fire, security and ambulance services in their respective capacity as such. d. any principal for whom You are carrying out a contract to the extent required by the contractor conditions. e. those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You. 3. for the purpose of the Personal Liability Overseas clause, the spouse of any person specified in 2.a. above. Each indemnified party will be subject to the terms of this Section so far as they apply. <p>The total amount which Aviva will pay will not exceed the Amount of Indemnity stated in Your Schedule regardless of the number of parties claiming to be indemnified.</p>
Cross Liabilities	<p>If there is more than one Insured specified in the Schedule this cover will apply separately to each one as if a separate policy had been issued to each but the total liability of Aviva will not exceed the Amount of Indemnity.</p>
Effective dates of Endorsements	<p>So far as concerns Public Liability any endorsement or extension to this cover will apply to occurrences caused on or after the effective date of such endorsement or extension.</p>

Persons Working For You	<p>For all the purposes of this cover:</p> <ol style="list-style-type: none"> 1. labour masters and persons supplied by them 2. persons employed by labour only subcontractors 3. self employed persons 4. drivers and/or operators of plant hired to You 5. persons gaining work experience 6. any other person You hire or borrow 7. voluntary workers <p>working for You in connection with the Business will be deemed to be employed by You under a contract of service or apprenticeship.</p>
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Special Claims Conditions

Avoidance and Recovery	<p>So far as concerns Employer's Liability the Indemnity granted by this cover is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but You will repay to Aviva all sums paid by Aviva which Aviva would not have been liable to pay but for the provisions of such law.</p>
Discharge of Liability	<p>Aviva may pay You the maximum sum payable under this cover in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and Aviva will not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.</p>

Special Clauses

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990	<p>Aviva will indemnify You in respect of:</p> <ol style="list-style-type: none"> 1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals 2. costs of prosecution awarded against You <p>which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.</p> <p>Aviva will not provide indemnity:</p> <ol style="list-style-type: none"> 1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Defined Territories and in connection with the Business. 2. in respect of proceedings which result from any deliberate act or omission by You. 3. where indemnity is provided by another insurance policy.
Contractual Liability	<p>As far as concerns liability assumed by You by agreement and which would not have attached in the absence of such agreement this cover will apply only if the conduct and control of claims is vested in Aviva but will not apply to liability in respect of:</p> <ol style="list-style-type: none"> 1. liquidated damages or damages imposed by or payable under any penalty clause. 2. any contract for or including the performance of work outside the Defined Territories.
Court Attendance Costs	<p>In the event of any of the under-mentioned persons attending court as a witness at the request of Aviva in connection with an Occurrence in respect of which You are entitled to indemnity under this Insurance Aviva will provide compensation to You at the following rates per day for each day on which attendance is required:</p> <ol style="list-style-type: none"> 1. any of Your directors or partners £500; 2. any Employee £250.
Data Protection Act	<p>In respect of liability arising under the Data Protection Act 1998 Public Liability will apply as though damage and/or distress the were bodily injury even if such damage or distress arises from the loss or destruction of data in Your charge or under Your control or that of Your servants.</p> <p>The Indemnity provided by this cover will also apply in respect of damage or distress suffered by any person under a contract of service or apprenticeship with You. Provided that:</p> <ol style="list-style-type: none"> 1. a. the process of registration under the Data Protection Act 1998 has not been refused or withdrawn. b. the liability does not arise from the provision by You of the services of a computer bureau. 2. Aviva will not be liable in respect of: <ol style="list-style-type: none"> a. the recording or provision of data for reward or for determining the financial status of a person. b. damage or distress which results from Your deliberate act or omission and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission. 3. the total liability of Aviva (including all costs and expenses) in respect of all such damage or distress happening during any one Period of Insurance will not exceed the sum of £1,000,000.

Defective Premises Act	<p>The indemnity provided will apply to liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of premises which have been disposed of by You for a period of seven years after such disposal. Provided that:</p> <ol style="list-style-type: none"> 1. You are not entitled to indemnity from any other source. 2. this Special Clause does not apply in respect of the cost of repairing, replacing or remedying any defect in the premises.
Employees' and Visitors' Personal Effects	<p>The exclusion of property in Your charge or under Your control or Your servants will not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause will not apply to:</p> <ol style="list-style-type: none"> 1. property hired or lent to or borrowed by You. 2. property in Your charge or under Your control or Your servants for work thereon or service thereof. 3. liability assumed by You by agreement which would not have attached in the absence of such agreement.
Financial Loss — Property Owners	<p>The expression "physical loss or destruction of or damage to the Property Insured" as defined under Section 3. Property Damage cover will be deemed also to include financial loss (even if not accompanied by physical loss) sustained by a tenant if such loss is as a direct result of Your failure to provide any property or service. This Special Clause will not apply in respect of:</p> <ol style="list-style-type: none"> 1. liability assumed by agreement which would not have attached in the absence of such agreement. 2. the cost of reinstating or replacing any property supplied. 3. the cost of or reduction in value of any property. 4. the first £1,000 or five per cent (whichever is the greater) of each and every loss which amount will be retained by You as Your own liability and uninsured. 5. liability in respect of the failure or partial failure of any Managing Agent of the insured Property to fulfil their obligations under any contract. 6. any consequence whatsoever directly or indirectly caused by or contributed to or arising from: <ol style="list-style-type: none"> a. the presence of b. the release of Asbestos including any product containing Asbestos. <p>The liability of Aviva in respect of such financial loss happening during any one Period of Insurance will not exceed £500,000. For the purpose of this cover the exclusion of property belonging to You will not apply to the Property Insured.</p>
Legal Expenses arising from Health and Safety Legislation	<p>Aviva will indemnify You in respect of:</p> <ol style="list-style-type: none"> 1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals 2. costs of prosecution awarded against You which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. <p>Aviva will not provide indemnity:</p> <ol style="list-style-type: none"> 1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Defined Territories and in connection with the Business. 2. In respect of proceedings which: <ol style="list-style-type: none"> a. result from any deliberate act or omission by You. b. relate to the health and safety of any Employee. 3. where indemnity is provided by another insurance policy.
Motor Vehicles	<p>This cover will not apply to liability in respect of bodily injury illness disease or nervous shock sustained by any employee when the employee is:</p> <ol style="list-style-type: none"> 1. carried in or upon a vehicle; or 2. entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security.
Personal Liability Overseas	<p>This cover will apply to the liability of any person specified in Interpretation Additional Persons Insured section 2. or their spouse whilst outside the Defined Territories on Your Business but this Special Clause will not apply to liability in respect of:</p> <ol style="list-style-type: none"> 1. the ownership or occupation of any land or building. 2. any business carried out by such person or their spouse.
Unsatisfied Court Judgements	<p>Aviva will at Your request pay under Employers' Liability to any person described therein (or in the event of the death of such person their personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within Great Britain, Northern Ireland the Channel Islands or the Isle of Man against any company registered in or any individual domiciled in those territories to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement.</p> <p>Provided that:</p> <ol style="list-style-type: none"> 1. such bodily injury, illness, disease or nervous shock arises out of and in the course of such person's employment by You. 2. in respect of such judgement: <ol style="list-style-type: none"> a. there is no appeal outstanding. b. if any payment is made by virtue of this cover the person to whom such payment is made assigns the judgement to Aviva.

Vehicles and Contingent Liability	<p>This cover will not apply to liability in respect of:</p> <ol style="list-style-type: none"> any vehicle (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned, leased, hired, borrowed or driven by You or by the person seeking indemnity. the loading or unloading of such vehicle or trailer. the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare. <p>This Special Clause will not apply to any plant whilst within Your Premises or on any site where You are carrying out work.</p> <p>Provided always that this cover will not apply to liability for which compulsory insurance or security is required by any road traffic legislation or where You are entitled to indemnity from any other source.</p>
Wrongful Arrest	<p>Cover includes Your liability in respect of wrongful detention, false or malicious prosecution or false imprisonment arising out of any accusation of shoplifting, theft, dishonesty or other improper conduct by any person and occurring upon or about the Premises insured.</p> <p>The liability of Aviva during any one Period of Insurance will not exceed £50,000.</p>
Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007	<p>Aviva will indemnify You in respect of</p> <ol style="list-style-type: none"> legal fees and expenses incurred with Aviva's written consent for defending proceedings, including appeals costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007. <p>Aviva will not provide indemnity</p> <ol style="list-style-type: none"> Unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Defined Territories and in connection with the Business. in respect of proceedings which <ol style="list-style-type: none"> Result from any deliberate act or omission by You. Elate to any Employee. in respect of any <ol style="list-style-type: none"> Fines. Remedial or publicity orders or any steps required to be taken by such orders. Where indemnity is provided by another insurance policy.

Exclusions

Asbestos	<p>This cover will not apply to liability in respect of:</p> <ol style="list-style-type: none"> Exposure to Inhalation of Fears of the consequences of exposure to or inhalation of The costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of: Asbestos including any product containing Asbestos.
Damage to Goods Supplied	<p>This cover will not apply to liability in respect of recalling, removing, repairing, replacing, reinstating or the cost of or reduction in value of any commodity article or thing supplied, installed or erected by You.</p>
Deliberate Acts	<p>This cover will not apply to liability in respect of any Occurrence which results from Your deliberate act or omission and which You could reasonably have expected having regard to the nature and circumstances of such act or omission.</p>
Fines, penalties, and punitive etc damages	<p>Liability in respect of:</p> <ol style="list-style-type: none"> finest, penalties or liquidated damages. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
Mechanically Propelled Vehicles	<p>Liability arising out of the ownership, possession or use by or on Your behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply:</p> <ol style="list-style-type: none"> while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.
Pollution	<p>Any general liability under this Policy for pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance:</p> <ol style="list-style-type: none"> all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place. the liability of Aviva for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the Period of Insurance will not exceed the limits of Indemnity under the respective Liability cover sections as the Amount of Indemnity for any one event. <p>For the purpose of this Exclusion — pollution or contamination means:</p> <ol style="list-style-type: none"> all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and all loss or Damage or injury directly or indirectly caused by such pollution or contamination.
Vessels and Craft	<p>This cover will not apply to liability in respect of:</p> <ol style="list-style-type: none"> any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned, leased, hired, borrowed or operated by You. the loading or unloading of such vessel or craft.

7. General Exclusions

This section describes the general exclusions and exceptions to Your cover which apply across all Sections unless otherwise specified. Aviva will not provide indemnity in respect of:

<p>Data Recognition</p>	<p>Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any:</p> <ol style="list-style-type: none"> 1. electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device. 2. media or systems used in connection with any of the foregoing whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date. <p>including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of:</p> <ol style="list-style-type: none"> a. recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time. b. the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above. <p>Provided always that this General Exclusion shall not apply:</p> <ol style="list-style-type: none"> 1. to any claim for subsequent loss or destruction of or Damage to any property or consequential loss otherwise indemnifiable by this Policy subject to all its terms and provisions which results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikes locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank or apparatus or pipe impact by any road vehicle or animal theft or subsidence arising under the following covers if provided by this Policy: <ol style="list-style-type: none"> a. Property Damage cover b. Loss of Rent cover 2. to any claim made arising under insurance in respect of Employers Liability if provided by this Policy. 														
<p>Electronic Information and Unauthorised Access to Computer and Electronic Equipment (E-Risks)</p>	<p>Any claim (other than in respect of Personal Injury as defined under the Section 6. Public Liability) arising directly or indirectly from, or in connection with, or consisting of:</p> <ol style="list-style-type: none"> 1. Loss of Data. However, Aviva will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under Section 3. Property Damage of the policy and only to the same extent that such claim is insured under that Section. Exclusion 1. above does not apply to Section 6. Public Liability. 2. any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment. <p>However, Aviva will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.</p> <ol style="list-style-type: none"> i) Property Damage - Specified Contingencies ii) Property Damage - All Risks iii) Money and Assault iv) Business Interruption. <p>Exclusions 1. and 2. above do not apply to Section 5. Employer's Liability.</p>														
<p>Excluded Property</p>	<table border="0"> <tr> <td>a) Money</td> <td>h) documents or manuscripts</td> </tr> <tr> <td>b) securities or bonds</td> <td>i) business books or computer systems records</td> </tr> <tr> <td>c) jewellery or precious stones</td> <td>j) explosives</td> </tr> <tr> <td>d) precious metals or bullion</td> <td>k) property in transit</td> </tr> <tr> <td>e) furs or curios</td> <td>l) property or structures in the course of construction or erection</td> </tr> <tr> <td>f) rare books or works of art</td> <td>m) land</td> </tr> <tr> <td>g) goods held in trust or on commission unless specifically mentioned.</td> <td>n) growing crops or trees</td> </tr> </table> <p>This exclusion does not apply to Section 5: Employers' Liability and Section 6: Property Owner's Liability</p>	a) Money	h) documents or manuscripts	b) securities or bonds	i) business books or computer systems records	c) jewellery or precious stones	j) explosives	d) precious metals or bullion	k) property in transit	e) furs or curios	l) property or structures in the course of construction or erection	f) rare books or works of art	m) land	g) goods held in trust or on commission unless specifically mentioned.	n) growing crops or trees
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<p>Nuclear/ Radioactive Contamination</p>	<p>Death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability:</p> <ol style="list-style-type: none"> 1. directly or indirectly caused by or contributed to by or arising from: <ol style="list-style-type: none"> a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof. 2. directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon: <ol style="list-style-type: none"> a. dispersing radioactive material and/or ionising radiation; or b. using atomic or nuclear fission and/or fusion or other like reaction. <p>However,</p> <ol style="list-style-type: none"> 1) exclusion 2. above does not apply to the following Sections: Section 5: Employers' Liability Section 6: Public Liability 2) in relation to Section 5: Employers' Liability, exclusion 1. above only applies when You under a contract or agreement have undertaken to: <ol style="list-style-type: none"> a) indemnify another party b) assume the liability of another party.
<p>Sonic Boom</p>	<p>Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
<p>Terrorism</p>	<p>Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:</p> <ol style="list-style-type: none"> 1. Terrorism. 2. civil commotion in Northern Ireland but this shall not apply to Employer's Liability or Public Liability when insured by this Policy. 3. any action taken in controlling preventing suppressing or in any way relating to 1. and/or 2. above. <p>except as stated in the Special Provision — Terrorism below.</p> <p>In any action suit or other proceedings where Aviva alleges that any consequence whatsoever resulting directly or indirectly from or in connection with 1. and 2. above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any consequence is covered (or is covered beyond that limit of liability) shall be upon You.</p> <p>Special Provisions — Terrorism</p> <p>Subject otherwise to the terms conditions exceptions and exclusions of the Policy: When Employer's Liability and/or Property Owner's Liability are insured under this Policy neither of the exclusions in 1. and 2. above shall apply to:</p> <ol style="list-style-type: none"> a. Employers' Liability but the Amount of Indemnity for the purposes of Special Provision - Terrorism is limited to £5,000,000 including costs and expenses. b. Property Owner's Liability but the Amount of Indemnity for the purposes of Special Provision Terrorism is limited to £2,000,000 or any other amount specified in the policy for Property Owner's Liability whichever is the lower.
<p>War, Government Action</p>	<p>Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:</p> <ol style="list-style-type: none"> 1. war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power. 2. any action taken in controlling preventing suppressing or in any way relating to 1. above. <p>Provided 1. and 2. shall not apply to Employer's Liability.</p> <p>Loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority.</p>

8. General Conditions

Adjoining Sites	In respect of Damage caused by subsidence ground heave or landslip, You will notify Aviva immediately of any demolition, construction, erection, groundworks or excavation being carried out on any adjoining site. Aviva will then have the right to vary the terms of or cancel this Policy.
Change of Risk or Interest	The Policy will be avoided in respect of that Property Insured or Liability Insured where: <ol style="list-style-type: none"> 1. the risk of loss or Damage is increased by any change made in the Premises the Property Insured or in the Business carried on. 2. Your interest ceases (unless the cessation is brought about by will or operation of law). 3. anything occurs which materially affects the risk unless agreed by Aviva in writing.
Observance of Conditions	Observance and compliance with the terms and conditions of this Policy by You and the truth of the statements in any proposal (which is the basis of this contract) made by You is a condition precedent to any liability of Aviva to make any payment under this Policy.
Policy Voidable	This Policy will be voidable at the option of Aviva in the event of misrepresentation misdescription or non disclosure of any facts which would have influenced Aviva's decision in either accepting or setting the terms of this Insurance.
Reasonable Precautions	You must take all reasonable precautions to avoid loss destruction or Damage.
Statutory Inspection of Plant	Any vessel machinery or apparatus belonging to You or under Your the control which requires to be examined to comply with any Statutory Regulations must be so inspected in accordance with such Regulations. Failure to comply with this Condition will invalidate cover in respect of an explosion originating within and causing Damage to the item of plant.
Subjectivity	<p>The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You and Aviva.</p> <ol style="list-style-type: none"> 1. We will clearly state in the Schedule if the cover provided by the policy is subject to You: <ol style="list-style-type: none"> a. providing us with any additional information requested by the required date(s), b. completing any actions agreed between You and us by the required date(s), c. allowing us to complete any actions agreed between You and us. 2. If required by us, You must allow us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless we agree otherwise in writing. <p>Upon completion of these requirements (or if they are not completed by the required dates), we may, at our option:</p> <ol style="list-style-type: none"> a. modify Your premium, b. issue a mid-term amendment to Your policy or section terms and conditions, c. require You to make alterations to The Premises insured by the required date(s), d. exercise our right to cancel Your policy, e. leave the policy or Section terms and conditions, and Your premium, unaltered. <p>We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by us will take effect.</p> <p>Our requirements and decisions will take effect from the date(s) specified unless and until we agree otherwise in writing. If You disagree with our requirements and/or decisions, we will consider Your comments and where we consider appropriate, will continue to negotiate with You to resolve the matter to Your and our satisfaction.</p> <p>In the event that the matter cannot be resolved:</p> <ol style="list-style-type: none"> a. You have the right to cancel this policy from a date agreed by You and us and, providing no claims have been made, we will refund a proportionate part of the premium paid for the unexpired period of cover. b. We may, at our option, exercise our right to cancel the policy as detailed in Section 10. <p>Except where stated all other policy and Section terms and conditions will continue to apply.</p> <p>The above conditions do not affect our right to void the policy if we discover information material to our acceptance of the risk.</p>
Unoccupancy	<p>You will give notice in writing to Aviva when:</p> <ol style="list-style-type: none"> 1. any Building or portion thereof occupied for commercial purposes becomes unoccupied and when any unoccupied building or portion thereof is reoccupied for commercial purposes and an additional premium paid if required. 2. any Building normally occupied for residential purposes remains unoccupied pending sale for more than 90 calendar days. <p>In respect of any building becoming unoccupied in its entirety You or Your authorised representative will:</p> <ol style="list-style-type: none"> a. inspect the buildings internally and externally as frequently as practicable but at least every seven days; b. take all reasonable security measures for the safety of the Property Insured including the security of all doors windows and other means of entry; c. remove all unfixed materials of combustible nature either within or outside the buildings from the site; d. turn off all sources of power, fuel or water except those required to operate an approved sprinkler or alarm system or central heating system where there is a sprinkler system or central heating system; adequate heating must be maintained; adequate heating is considered as the central heating system being left permanently on a minimum setting for thermostatically controlled systems or for two hours twice daily with no less than six hour intervals; the adequate heating requirement only operates between 1 October and 31 March annually; e. maintain the property in a good state of repair.

9. Claims Conditions



<p>Making A Claim</p>	<p>In the event of loss, destruction, or damage or any occurrence which might give rise to a claim You will:</p> <p>Notice of Claims</p> <ol style="list-style-type: none"> 1. immediately notify and send written confirmation to Aviva. 2. give immediate notice to the police in respect of: <ol style="list-style-type: none"> a. loss or damage by theft or attempted theft. b. loss or damage by malicious persons. 3. give immediate notice to Aviva of any impending prosecution inquest, fatal accident enquiry or civil proceedings and send to Aviva immediately every relevant document. <p>Admission of Liability</p> <ol style="list-style-type: none"> 4. make no admission of liability or offer, promise of payment without Aviva's written consent. <p>Minimising Loss</p> <ol style="list-style-type: none"> 5. carry out and permit any action to be taken which may be reasonably practical to minimise or check any interruption of or interference with the business or to avoid or diminish any loss or damage and at the request and expense of Aviva do and co-operate in any measures that may be reasonably required. <p>Evidence of Loss</p> <ol style="list-style-type: none"> 6. delivery to Aviva at Your own expense: <ol style="list-style-type: none"> a. full information and particulars of the claim. b. all proofs, books of account or other business books, documents or information relating to the claim as may be reasonably required to verify the claim. c. details of any other insurances covering the same Property Insured and event. <p>within:</p> <ul style="list-style-type: none"> 7 days of the event in the case of loss, destruction or damage caused by riot civil commotion strikes locked out workers or persons taking part in labour disturbances or malicious persons. 30 days of the expiry of the indemnity period in the case of Loss of Rent. 30 days of the event in the case of any other claim or such further time as Aviva may allow. d. if demanded, a statutory declaration of the truth of the claim and of any matters connected with it. <p>No claim under this Policy will be payable unless the terms of this condition have been complied with.</p>
<p>How to make a claim</p>	<p>For all claims call Alan Boswell Group on 01603 218099 and we will be glad to help you.</p> <p>For claim enquiries outside normal office hours (9am – 5pm, Monday to Friday), please refer to the Aviva 24 advice line whose number is 08000 151 498. More details can be found on the following page.</p> <p>Please visit our website for further guidance: www.alanboswell.com.</p>
<p>Arbitration</p>	<p>If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against Aviva.</p>
<p>Contribution and Average</p>	<ol style="list-style-type: none"> 1. If at the time of any loss destruction or damage there is any other insurance effected by or on Your behalf covering any of the Property Insured lost destroyed or damaged the liability of Aviva will be limited to its rateable proportion. <p>If any such other insurance is subject to any condition of average this Policy if not already subject to any such condition of average will be subject to average in like manner.</p> <p>If any such other insurance is subject to any provision excluding it from ranking concurrently with this Policy whether in whole or in part or from contributing rateably the liability of Aviva under this Policy will be limited to that proportion of the loss which the sum insured under this Policy bears to the value of the Property Insured.</p> 2. Non-Contribution (Liability Cover) <p>If at the time of any occurrence or claim there is, or but for the existence of this cover would be, any other policy of indemnity or insurance in favour of or effected by or on behalf of You applicable to such occurrence or claim Aviva will not be liable under this cover to indemnify You in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other Indemnity or Insurance had this cover not been effected.</p>

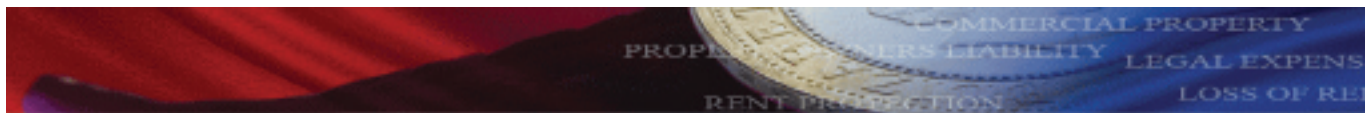
Control of Claims	<p>Aviva will be entitled:</p> <ol style="list-style-type: none"> 1. on the occurrence of loss or damage to the Property Insured without incurring any liability or diminishing any of Aviva's rights under this Policy to enter take or keep possession of the premises where such loss or damage occurred and take possession of or require to be delivered to Aviva and deal with such Property for all reasonable purposes and in any reasonable manner. No claim under this Policy will be payable unless the terms of this condition have been complied with. 2. before or after making any payment at its discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at its own expense and for its own benefit but in Your name to recover damages or secure indemnity from any other party in respect of any event insured by this Policy and You will give all information and assistance required <p>but You will not be entitled to abandon any property to Aviva.</p>
Fraud	<p>All benefit under the Policy will be forfeited if:</p> <ol style="list-style-type: none"> 1. any claim is in any respect fraudulent. 2. fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy. 3. any loss or damage is caused by the wilful act of You or by any other person with Your connivance.
Subrogation	<p>In the event of a claim arising from this Policy Aviva agrees to waive any rights remedies or relief to which they might become entitled by subrogation against:</p> <ol style="list-style-type: none"> 1. any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Act or Companies (NI) Order as appropriate current at the time of damage. 2. any Company which is a Subsidiary of a Parent Company of which You are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (NI) Order as appropriate current at the time of damage. 3. Your tenant provided that: <ol style="list-style-type: none"> a. the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the loss destruction or Damage; b. the loss destruction or damage did not result from a breach of the terms of the lease by the tenant or lessee; c. the loss destruction or damage did not result from a criminal fraudulent or malicious act of the tenant or lessee.
Aviva 24 Hour Emergency and Claims Assistance	<p>The 24-hour customer advice line is there to help, whether you need a claim form, advice on claims procedures or assistance to resolve a problem. It is a service designed to provide practical help and advice in the case of an emergency or non-emergency. The number is available 24 hours a day, 365 day year. Just call the number below, identify yourself as a policyholder and explain your emergency.</p> <p>Call this number free as often as you need to: 08000 151 498</p>
Aviva 24 Hour Legal Advice	<p>A team of qualified legal staff is available round-the-clock to advise you on any matter. You will be advised of your legal rights and what courses of action are open to you.</p> <p>All advice is confidential and there are no consultation fees. All you pay is the phone call on 0845 300 1899</p>

10. More information about your policy

Regulatory Status	<p>Alan Boswell Insurance Brokers Ltd (trading as Alan Boswell Group), registered office Harbour House, 126 Thorpe Road, Norwich, NR1 1UL is authorised and regulated by the Financial Services Authority.</p> <p>Aviva - Aviva Insurance Ltd. Registered in Scotland No.2116. Registered office: Pitleavis, Perth, Scotland PH2 0NH. An Aviva company. Authorised and regulated by the Financial Services Authority.</p> <p>Details of authorisation can be checked on the FSA register by visiting their website www.fsa.gov.uk/register or by contacting them on 020 7066 1000 or 0300 500 5000.</p>
Duration of Your Policy	<p>The policy will remain in force for 12 months from the date of commencement, or as otherwise shown in your Policy Schedule.</p>
Cancelling Your Policy	<p>Your policy will continue for the duration stated above unless any of the following happen:</p> <p>a) You choose to exercise your right to cancel within the first two weeks of receiving your policy (applicable where you are an individual/sole trader, including a partnership in England and Wales).</p> <p>If you decide that You do not want to accept the policy (or any future renewal of the policy by us) please tell us in writing, by phone or email within 14 days of receiving the policy (or in the case of the renewal of Your policy, within 14 days of the renewal date).</p> <p>If the insurance cover has not yet commenced, You will be entitled to a full refund of the premium paid. Alternatively, if cover has commenced, You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been on cover. This will be calculated on a pro-rata basis for the period in which you received cover (applying a minimum premium of £15 plus insurance premium tax) and will include an additional charge of £15 to cover the administration cost of providing the policy.</p> <p>b) You decide to cancel the policy at any other time. You must tell us, either in writing or by phone (see contact details below).</p> <p>c) Aviva decides to cancel your policy in which case You will be given 7 days written notice to your last known address by registered post or recorded delivery. However this will not apply to Employer's Liability cover.</p> <p>In the case of b) and c) above, You will be charged for the days on cover and refunded the remainder of the premium You have paid.</p> <p>To cancel the policy you must contact Alan Boswell Group on 01603 216399 or write to us at Harbour House, 126 Thorpe Road, Norwich, NR1 1UL or fax 01603 218071 or email us at landlords@alanboswell.com</p>
Law Applicable to the Contract	<p>The parties to a contract of insurance covering a risk situated in the United Kingdom are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be that of the country where the policyholder is usually resident or in business where this is within the United Kingdom, the Channel Islands or the Isle of Man. Otherwise the law of England and Wales will apply.</p>
Use of Language	<p>Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.</p>
Customers with Disabilities	<p>This policy and other associated documentation is also available in Large Print, Audio and Braille. If you require any of these formats, in the first instance, please contact Alan Boswell Insurance Brokers Ltd, Harbour House, 126 Thorpe Road, Norwich, NR1 1UL (Telephone 01603 216399)</p>

11. For your added protection

<p>How to make a Complaint</p>	<p>We hope that you will be very happy with the service provided. However, if for any reason you are unhappy with this, we would like to hear from you.</p> <p>If you are in any way dissatisfied please contact Alan Boswell Insurance Brokers Ltd. You will find outline guidance on our complaints procedure in our Client Terms of Business leaflet or please visit our web-site www.alanboswell.com where you can download the full procedure.</p> <p>In the first place write to:</p> <p>Managing Director Alan Boswell Insurance Brokers Limited Harbour House 126 Thorpe Road Norwich, NR1 1UL</p> <p>or telephone 01603 218000</p> <p>We will acknowledge your complaint within 2 working days and aim to resolve complaints following assessment and investigation, as quickly as possible.</p> <p>Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.</p> <p>Alternatively, should you be unhappy with the service from Aviva or have any cause for dissatisfaction you should write to The Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich NR1 3NS.</p> <p>Alan Boswell Insurance Brokers Ltd and Aviva are members of the Financial Ombudsman Service (FOS). If you have complained to us and remain dissatisfied with the outcome you may be able to ask the Financial Ombudsman Service to review your case.</p> <p>To contact them:</p> <ul style="list-style-type: none"> • visit the web-site at http://www.financial-ombudsman.org.uk/ • call on 020 7066 1000 or 0300 500 5000; or fax 020 7964 1001 • write to them or visit them at South Quay Plaza, 183 Marsh Wall, London E14 9SR <p>The ombudsman service is an informal alternative to going to court. So you shouldn't need special expertise or the help of a solicitor or other adviser. It is a free and impartial service.</p> <p>The Financial Ombudsman Service will only consider your complaint if you have given us the opportunity to resolve it. Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.</p> 
<p>Financial Services Compensation Scheme</p>	<p>Alan Boswell Insurance Brokers Ltd and Aviva are members of the Financial Services Compensation Scheme.</p> <p>You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.</p> <p>Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsooken Street, London, E1 8BN.</p> 
<p>Telephone Recording</p>	<p>For our joint protection telephone calls may be recorded and/or monitored.</p>



Landlords Property Owners' Insurance

from



Here to protect your investment

