Policy Overview

Property Owners

Touchstone Underwriting

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Touchstone Underwriting

Your Insurance Specialist

Thank you for choosing Touchstone Underwriting Ltd (Touchstone) to arrange your policy.

Touchstone are part of the Seventeen Group who are a multi disciplined insurance, risk management and financial services organisation.

Touchstone are a Financial Conduct Authority (FCA) regulated Managing General Agent (MGA), underwriting on behalf of many major insurance company partners.

We work in partnership with your insurer and insurance advisor to ensure that you receive the highest levels of product and service excellence.

Important

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

Policy Overview

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy wording, a copy of which is available on request.

What is Property Owners?

The Property Owner product is designed to meet the demands and needs of a landlord wishing to insure the assets, earnings and legal liabilities of their property.

The product design provides value because in addition to the Core Covers of Buildings, Property Owner's Liability and Legal Expenses, it allows landlords to buy optional cover that meets their specific needs, such as Loss of Rent, Employers' Liability, and Contents of Communal areas.

Property Owners is arranged by Touchstone Underwriting Limited and underwritten various A+ rated Insurers as detailed below

What is the policy duration?

This policy has a 12-month period of insurance (unless shown differently on your policy schedule) and is annually renewable.
The start and end dates of the policy are detailed in the policy schedule.

How do I cancel the policy?

To cancel the policy, please contact the insurance adviser who arranged the policy.

Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, you will be entitled to a return of premium calculated on a pro-rata basis. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

How do I make a claim?

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post:

Touchstone Underwriting Limited Iveco House, The Junction, Station Road, Watford, WD17 1ET

For Sections 1, 2 ,3 and 4

Post :

Touchstone Underwriting Ltd c/o GHG Solutions Limited
Threefield House
Threefield Lane
Southampton
SO14 3LP

Email: Touchstone_Claims@ghgsolutions.co.uk

Telephone: 02382 356 596

Section 5 Legal Expenses

A claim can be made online at www.arag.co.uk/newclaims. Alternatively an insured can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling ARAG on 0330 3031955 between 9am and 5pm weekdays (except bank holidays).

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand it's terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser. If you fail to do so your policy may not operate or not operate fully.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

Would I receive compensation if Insurers were unable to meet their liabilities?

You may be entitled to compensation from the FSCS if Insurers are unable to meet their liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing **enquiries@fscs.org.uk** or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

What is the law applicable to the contract?

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

How do I make a complaint?

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to your intermediary or Touchstone Underwriting Limited

The address of Touchstone Underwriting Limited is:

Iveco House
The Junction
Station Road
Watford, WD17 1ET

Email: servicedeliverymanager@t-u-l.co.uk

Telephone : 01923 298440

If you remain dissatisfied after we have considered your complaint, or if you have not received a written final response within eight weeks from the date your complaint was received, you may be entitled to refer your complaint as follows:-

Complaints on Service and for Complaints in respect of Section 1 Buildings, Section 2 Loss of Rent, Section 3 Liability and Section 4 Contents of Communal Areas

In the event of the situation not being resolved **You** may in certain circumstances contact the Complaints Department at Lloyd's at the following address:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Telephone: 020 7327 5693

Fax No: 020 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Please note the Unique Market Reference number relating to this Policy can be found on the top of the first page of your policy schedule.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Helpline: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Switchboard: 020 7964 1000

Website: www.financial-ombudsman.org.uk

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk

Complaints under Section 5 – Legal Expenses

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

Phone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Step 2

If **We** are not able to resolve the complaint to your satisfaction then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. They can be contacted via:

Phone: 0800 023 4567 or 0300 1239 123

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

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at

www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer

Full details of our complaints procedure can be found in the policy wording.

Core Covers

Buildings – Policy Section 1

Significant Features and Benefits	Significant Exclusions or Limitations
Reinstatement In the event of damage to buildings, the basis upon which the amount payable is to be calculated will be the cost of reinstatement:	
Reinstatement conditions If any property insured is to be reinstated or replaced by the company, the insured must at the expense of the insured provide all such plans, documents, books and information as may reasonably be required.	The company will not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured more than its sum insured.
Day one reinstatement If a declared value is stated for any item in the schedule, then the liability of the company will not exceed the sum insured calculated by applying the uplift to the declared value as stated in the schedule. The insured having stated in writing the declared value of each item in the schedule, the premium has been calculated accordingly.	At the start of each period of insurance, the insured must notify the company of the declared value of each of the items and in the absence of such declaration, the last amount declared by the insured will be taken as the declared value for the ensuing period of insurance.
Additional costs of construction – energy efficiency The insurance provided for each building or buildings listed on the schedule includes the additional cost of reinstatement following damage to property insured arising solely from the necessity to comply with the European Communities Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law).	Provided that the liability of the company does not exceed £100,000 any one occurrence and in total for all losses occurring during any one period of insurance.
Additional costs of management fees The insurance provided by this section is extended to include the cost of managing agent's fees necessarily and reasonably incurred by the insured with the consent of the company in respect of the management and supervision of rebuilding or repair as a result of damage.	The liability of the company will not exceed £25,000 any one occurrence and in total for all losses occurring during any one period of insurance. This extension will not apply in respect of any additional cost for a rebuilding contract with a value of less than £100,000.
Alternative residential accommodation If in the event of damage, the residential portions of the property insured are unfit to live in or access is denied, the company will pay insofar as such loss is not otherwise insured.	Provided that the liability of the company will not exceed 35% of the buildings declared value of the property insured which suffered the damage, such sum to be in addition to the sums insured.
Automatic cover from exchange If at the time of damage, the insured has contracted to purchase any building and the purchase has not been completed but is thereafter, the location of such building will be deemed to be a premises under this section until completion.	Proving that the insured's interest in any such building is not covered by any other insurance; or the insured's interest is covered by any other insurance. The total liability of the company under this extension will not exceed £1,000,000.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Cleaning/clearance of drains The insurance provided by this section extends to cover expenses necessarily and reasonably incurred with the consent of the company in clearing or cleaning drains, gutters and sewers owned, leased or rented by the insured or held by the insured in trust or for which the insured is responsible at the premises as a direct result of damage at that premises.	• Cover provided that the liability of the company will not excess £25,000 for any one occurrence.
Concern for welfare costs The company will pay for damage caused by police or persons acting under their control in gaining access to the buildings as a result of their concern for the welfare of an occupier of the premises.	• Cover is excluded if the damage is caused by the Police in the course of a criminal investigation. • Cover is restricted to up to £25,000 for any one occurrence.
Contracting purchaser's interest In the event of damage following the insured having contracted to sell its interest in any building but the purchase has not yet completed, the contracting purchaser who completes the purchase will have the benefit of the insurance by this section up to the date and time of completion if and insofar as the building is not otherwise insured and without prejudice to the rights and liabilities of the insured or company.	
Contract works The insurance by this section extends to include contract works to the extent to which the insured has contracted to arrange cover.	• Cover provided for up to £250,000 for any one occurrence. • Cover excluded if contract works are specifically insured under another policy.
Damage by emergency services Cover provided to include remedial costs caused by the emergency services.	• Cover provided for up to £25,000 for any one occurrence.
Diminution in value Cover extends to include where a building, not the responsibility of the insured but in the vicinity of any buildings insured under this policy, suffers damage not otherwise excluded by this policy and solely due to the damage there is a subsequent reduction in sale price achieved on a premises offered for sale on the open market prior to the damage.	• The amount payable will be substantiated by a practicing member of the Royal Institute of Chartered Surveyors whose appointment will be agreed by the insured and the company and due allowance will be taken of all other sums recovered in respect of damage under the insurance and from any other policy. • The liability of the company must not excess £250,000 for any one occurrence or total more than £250,000 for any one period of insurance.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Emergency security costs following damage Cover provides temporary boarding up or making good, necessary to keep the premises secure and providing security guards until the premises are made secure.	• Cover restricted to £10,000 for any one occurrence in respect of security guards; and • £25,000 for any one occurrence and in total for all losses during any one period of insurance.
Eviction of squatters Cover extends to include reasonable costs in respect of legal expenses incurred by the insured in pursuit of proceedings to evict squatters from any premises or parts of it. Such expenses are incurred with the prior written consent of the company and in a manner advised by the company.	• The maximum amount payable will in no case excess £10,000 in any one occurrence and £25,000 in total for all losses occurring during any one period of insurance.
Expediting costs and temporary repairs Cover provided to include the costs of making temporary repairs to; and expediting the repair, reinstatement, or replacement of the insured property.	• Cover provided up to a limit of £50,000 (each claim).
Explosion of steam pressure plant The insurance provided by this section is extended to include the bursting of any boiler or other plant.	• Cover provided for up to £4,000,000 any one occurrence and in total for all losses occurring during any one period of insurance. • Subject to a £1,000,000 excess. • The plant must be regularly inspected by an independent qualified engineer in accordance with statutory regulations.
Fire brigade charges and extinguishing expenses The insurance provided by this section is extended to include fire brigade charges; charges made by any organisation responsible for preserving public safety; the costs of refilling any fire extinguishing appliances or the cylinders of any gas flooding systems whether the discharge was accidental or not; the costs of replacing used sprinkler heads and refilling sprinkler tanks; the costs of resetting fire and intruder alarms.	• Cover provided for up to £50,000 for any one occurrence.
Fixed glass	• Cover provided to cover all reasonable costs.
Fly tipping	• Cover provided for up to £7,500 for any one occurrence and up to £15,000 in total for all loses during any one period of Insurance.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Further investigation expenses Where the buildings have suffered damage and in the opinion of a competent construction professional there is a reasonable possibility of other damage to portions of the same building, which is not immediately apparent, the company will pay the reasonable costs incurred by the insured with the company's prior consent in establishing whether or not such damage has occurred.	• Provided that the liability of the company does not exceed £25,000 any one occurrence and in total for all losses occurring during any one period of insurance.
Illegal cultivation of drugs The insurance by this section is extended to include damage arising from the insured's tenants use of the premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act 1971.	• The liability of the company will not exceed £10,000 for any one occurrence and £50,000 in total for all losses occurring during any one period of Insurance.
Index linking Where so indicated in the schedule, the sum insured will be adjusted during the period of insurance in accordance with fluctuations in suitable indices of cost.	
Interests other than contractors and sub-contractors The insurance provided by this section extends to include the interests of other parties, not being contractors or sub-contractors, in respect of property insured and the insured undertakes if required to declare the names of such parties and the nature and extent of their interests at the time of any damage.	
Involuntary bailee The insurance by this section extends to include damage, not otherwise excluded by this policy, to bailors' goods in the care custody or control of the insured solely as a result of repossession and for which they are responsible.	• No claim will be paid in respect of unaccountable losses. • The liability of the company will not exceed £10,000 any one occurrence and £25,000 in total for all losses occurring during any one period of insurance.
Involuntary betterment In the event of damage, when new property of the like and kind and quality of the damaged property insured is not obtainable, then property which is as similar as possible to that which has sustained damage and which is capable of performing the same function will be deemed to be new property of the like, kind and quality and in no event will this be considered as betterment to the insured.	• A maximum amount of £100,000 any one occurrence and £500,000 in total for all losses occurring during any one period of insurance.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Japanese knotweed The insurance provided by this section is extended to include the costs necessarily and reasonably incurred for the eradication and removal of Japanese Knotweed (Fallopia Japonica) or other hybrids of knotweed listed under Schedule 9 Wildlife and Countryside Act 1981 or any subsequent amending legislation discovered during the period of insurance at the insured premises and to safely dispose of the waste in accordance with the provisions under the Environmental Protection (Duty of Care) Regulations1991 or any subsequent amending legislation.	• Provided that the liability of the company does not exceed £5,000 any one occurrence and £25,000 in total for all losses occurring during any one period of insurance.
Landscaping Cover includes the cost of replanting trees, shrubs, plants and turf used as landscaping at the premises in consequence of fire and explosion, being the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established.	• Cover included for up to the limit of £35,000.
Loss prevention expenses The insurance provided by this section is extended to include the reasonable and necessary costs incurred by the insured to protect property insured at the premises from imminent damage.	• Provided that the liability of the company will not exceed £50,000 any one occurrence
Metered charges The insurance provided by this section extends to include the additional metered water, gas, and electricity charges for which the insured is responsible which are demanded by the relevant supply undertaking to pay in consequence of damage.	• Provided that the liability of the company will not exceed £25,000 any one occurrence; and • within 30 days of the damage being discovered by the insured repairs are completed.
Obsolete materials The insurance provided by this section is extended to include the reasonable additional costs incurred in replacement of damaged property insured which, given consideration to the scientific and technical knowledge at the time of installation, construction or fitting, were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials following damage.	• Provided that the liability of the company does not exceed 10% of the declared value of such property insured in respect of such additional costs.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Party walls The company will pay costs incurred by the insured in reinstating a party wall following damage as insured hereby whether the responsibility to reinstate is with the insured or not.	• Provided that the liability of the company does not exceed 10% of the declared value of the premises affected by the damage in respect of such additional costs.
Personal possessions The insurance provided by this section is extended to include up to £500 in respect of any one person following damage to directors', partners', customers', visitors', and employees' personal effects.	• Excludes Motor Vehicle; or • property that is otherwise insured under a more specific insurance policy.
Privity of contract The insurance provided by this section is extended to include all sums the insured will become legally liable to pay and will pay as the insured to indemnify any tenant in respect of the repair or reinstatement of premises previously owned but which are no longer the property of the insured and where the current owner due to a breach of their obligations under a lease has failed to maintain adequate insurance cover to repair or reinstate damage to the buildings.	• The liability of the company will not exceed £2,000,000 any one occurrence and in total for all losses occurring during any one period of insurance.
Professional fees The insurance by each item of the schedule on buildings includes an amount in respect of architects', surveyors', engineers' and consultants' legal fees necessarily incurred in the reinstatement of such property insured that suffers damage but not for preparing any claim and not exceeding the sum insured for such item or any lower limit stated in the schedule.	
Reinstatement to match The cost of rebuilding extends to include the cost of replacement, repair or modification of undamaged parts of buildings that form part of a suite, common design or function, where the damage is restricted to a clearly identifiable area or to a specific part.	• Provided that the liability of the company will not exceed 10% of the buildings declared value any one occurrence or the amount that would have been payable for replacement, repair or modification of the whole property forming a suite, common design or function, if such property had been wholly destroyed, whichever is the less.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Removal of debris The insurance by each item of the schedule on buildings includes costs and expenses necessarily incurred by the insured with the consent of the company in: removing debris including sorting, segregating and transportation of recyclable debris to recycling facilities; and dismantling, demolishing, shoring up, boarding up or propping following damage to such buildings.	• If there is a limit specified in the schedule for removal of debris, the insured need not allow for the costs covered by this extension when arriving at the declared value.
Removal of debris tenants' contents The insurance provided by this section is extended to include costs and expenses (insofar as they are not otherwise insured) necessarily and reasonably incurred by the insured with the consent of the company in removing from the property insured the debris of contents which are not the property of the insured as a result of damage insured against.	• Provided that the liability of the company will not exceed £10,000 any one occurrence and £50,000 in total in any one period of insurance
Removal of nests The insurance provided by this section is extended to include the section is extended to include the cost of removing wasps, bees, hornets or vermin nests from the property insured.	• Provided that the liability of the company does not exceed £2,500 any one occurrence.
Rent payable In the event of damage in respect of which there is an item on rent payable specified in the schedule for premises, the company will indemnify the insured in respect of the amount of rent which continues to be payable by the insured for such premises or part of the premises whilst unfit for occupation in consequence of the damage for a period not exceeding the number of months stated in the item description in the schedule.	
Replacement of locks The insurance provided by this section is extended to cover costs incurred as a result of the necessary replacement of locks or resetting digital locks at the premises to a standard equal to but not better than their original standard, following the loss of keys by loss or theft from the premises or from the homes of directors, partners, or authorised employees of the insured or by the unauthorised duplication of such keys.	• Provided that the liability of the company will not exceed: £10,000 for any one occurrence and £25,000 in total for all loses occurring during any one period of insurance.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Services The insurance provided by this section extends to include damage to telephone, gas, water and electricity meters, piping cabling and the like and their accessories at the premises including similar property in adjoining yards or roadways or underground, the property of the insured or for which they are responsible and liable.	

Sprinkler upgrade costs
The insurance provided by this section extends to include the costs incurred in upgrading an automatic sprinkler installation to the standard required by the current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Systems, solely as required by the company, following damage, to the property insured provided that at the time of the damage.
	• Provided that the liability of the company in respect of any one claim will not exceed:
	  • 20% of the Sum Insured on the item including such sprinkler installation or the Sum Insured at each separate premises; or
	  • The Total Sums Insured or any other limit of liability in this Section whichever is the less at the time of any damage in any one period of insurance.

Temporary removal The insurance by this section is extended to include temporary removal, including transit of property insured by this section for cleaning renovation or repair or deed, document and plans to any building.	• Provided that the liability of the company does not exceed £50,000 or 10% of the sum insured, whichever is the less.
Tenant's improvements and betterments (undamaged) For the purposes of this extension, tenant's improvements and betterments will mean fixtures, alterations, installations or additions to buildings not occupied but owned by the insured made at the expense of the tenant and which cannot be legally removed, but not including retaining walls, foundations or supports below the surface of the lowest floor or basement, mezzanine floors, roof terraces, outdoor trees, shrubs, plants or lawns. The insurance provided by this extension includes the value of undamaged tenants improvements and betterments when the insured lease is cancelled:	Provided that the liability of the company will not exceed: • £10,000 any one occurrence; and • £25,000 in total for all losses occurring during any one period of insurance.
Continuing Interest and Hire Charges In the event of damage at buildings where the insured is liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which the insured is responsible and which is not otherwise insured the company will pay such charges actually and reasonably incurred	• Limit of £20,000 any one claim and in total in any one period of insurance.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Environmental Protection Where following damage the insured elects and the company consents to rebuild or repair using the latest available materials and methods in a manner that aims to limit potential harm to the environment by improving energy efficiency, the basis of claims settlement in respect of buildings extends to include the reasonable additional costs incurred and such buildings shall not thereafter be regarded as being better or more extensive than when new.	• The company's liability in respect of such additional costs and in respect of any one occurrence in any one period of insurance is limited to 10% of the buildings' sum insured at each separate premises or £25,000 whichever is the less.
Exhibitions and Models Cover for buildings extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any premises insured which have suffered damage.	• The maximum liability of the company any one occurrence and in the aggregate any one period of insurance shall not exceed £25,000.
Exhibition Sites The insurance provided by this section to include loss arising from damage to property at any exhibition site within the United Kingdom.	• Excluding exhibition sites under canvas or in the open. • The company shall not be liable under this extension for more than £25,000.
Theft damage to buildings The insurance provided by this section is extended to include damage to buildings for which the insured is liable (not otherwise insured by this policy) caused by theft or attempted theft.	• Provided that the liability of the company does not exceed £50,000 any one occurrence.
Trace and access In the event of damage resulting from or expected to result from escape of water from any fixed water services or heating installation or escape of fuel oil as covered by this policy, the company will pay the costs necessarily and reasonably incurred in locating the source of such resulting or expected damage and subsequently making good damage caused in consequence of locating such source.	• The liability of the company will not exceed £50,000 any one occurrence.
Tree felling or lopping The insurance provided by this section is extended to include the cost of felling or lopping trees at the property insured which are an immediate threat to the safety of life or property as a result of damage.	• £1,000 any one occurrence; and • £5,000 in total for all losses occurring during any one period of insurance.
Unauthorised use of electricity gas or water The insurance provided by this section is extended to include the cost of gas, electricity, and metered water for which the insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the property insured without the insured's authority.	• Up to £25,000 any one period of insurance.

Buildings – Policy Section 1 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Undamaged portions The insurance provided by this section is extended to include the additional cost of reinstatement of undamaged portions of the buildings which has in part sustained damage.	• The liability of the company will not exceed, in respect of undamaged portions of buildings (other than foundations), more than 20% of the declared value for the premises. • In no event will the company pay more than the applicable sum insured or limit in the schedule for such buildings.
Unexpected archaeological discoveries The insurance by this section is extended to indemnify the insured for additional costs reasonably and necessarily incurred in rebuilding the buildings (or of restoring the damaged parts) by the insured as a direct result of their compliance with their statutory obligations following the discovery of archaeological finds during site excavation.	• The assessment of loss in respect of the cost of interest payments will be at a rate of not more than 2% above the Bank of England Base rate applying at the time of damage; and • The liability of the company will not exceed £50,000 any one occurrence and in total for all losses occurring during any one period of insurance.
Value Added Tax The insurance provided for each building or buildings listed on the schedule includes Value Added Tax paid by the insured which is not subsequently recoverable.	• Any application of Average will be calculated exclusive of Value Added Tax
Waiver of average In the event of damage, the company agrees to waive Section 1 – Buildings, Obligations of the company - 4) Average/underinsurance of this policy.	• This extension will not apply in respect of any undisclosed structural alterations, extensions or additions unless and until a subsequent revaluation has been completed and the declared value has been amended to include such structural alterations, extensions or additions.

Engineering Machinery Damage

Significant Features and Benefits

Cover One – Sudden and Unforeseen Damage – covers all installed machinery and/or plant and equipment at your premises for sudden and unforeseen damage, including explosion of pressure plant, collapse, breakdown, accidental damage and operator error.

Cover Two – Own Surrounding Property (Pressure Plant) – optional cover for consequential damage to property belonging to you or in your care, custody or control following damage to items of pressure plant (i.e. a boiler) also insured by this section, up to the limit shown in the schedule.

Additional plant – cover for machinery and plant obtained after the inception of the section up to the section limit.

Additional costs – cover for temporary repair work, up to £25,000 any one claim.

Temporary removal – cover for insured property while it is temporarily located at another premises, or in transit, for repair services or maintenance purposes, up to £100,000 any one claim.

Fuel storage tanks loss of contents – (including costs relating to clean- up), up to £25,000 in any one tank and a maximum in all tanks of £100,000.

Hired in plant – up to £20,000 and subject to a maximum new replacement value of £10,000 per item.

Claims preparation costs – up to £5,000 any one claim

Significant Exclusions or Limitations

- Normal wear and tear.
- The cost of maintenance.
- Rectification of faulty workmanship.
- Loss, destruction or damage to safety or protective devices by their functioning.
- Damage to cutters, bits, tools, moulds, dies, driving belts and other similar items that require periodic replacement.
- Loss, destruction or damage arising during installation/removal or during final testing/commissioning.
- Scratching of painted or polished surfaces unless accompanied by other indemnifiable damage to the item.
- Loss or damage by:
  - fire however caused
  - fire extinguishing fluid
  - explosion other than specifically insured by this section
  - lightning, earthquake, storm, tempest, flood, inundation, water, aircraft or other aerial devices or articles dropped therefrom
  - subsidence or other ground movement of displacement
  - theft or attempted theft
  - riot, strike, lockout and civil commotion.

Under these covers, the only instances where we would not provide a settlement on a reinstatement basis and instead indemnity would apply would be where property is:

- used for the generation of electricity
- glass lined vessels

mainly used or installed outdoors.

Loss of Rent – Policy Section 2

Significant Features and Benefits	Significant Exclusions or Limitations
Buildings awaiting sale If at the time of the damage, the insured will have contracted to sell their interest in any premises and the sale is cancelled or delayed solely in consequence of the damage, the amount payable.	• Up to the value of £1,000,000.
Denial of access (damage or not) When direct accidental physical loss of or destruction of or damage to property directly caused by a defined peril to property within the vicinity of the premises which will prevent or hinder the use of the premises or access or exit whether the premises or property of the insured will be damaged or not but excluding accidental loss of or destruction of or damage to property of any supply undertaking from which the insured obtains electricity, gas, water or telecommunications services, which prevents or hinders the supply of such services to the premises for a period of greater than 12 hours.	• Provided that the liability of the company will not exceed 10% of the sum insured or £1,000,000 whichever is the lesser any one loss and in total during any one period of insurance and the maximum period of indemnity shall be no more than 3 months.
Local authority rates The insurance by each item on rent receivable extends to include the costs of local authority rates on empty properties.	• Cover provided for up to £50,000 for any one occurrence. • £250,000 in total for all losses occurring during any one period of insurance. • No payment under this extension will be payable if the premises are unfit for occupation as a result of an act or omission by the insured or any party acting on their behalf which has resulted in a valuation officer reinstating the property insured on the rating list.
Loss of attraction The insurance provided by this section extends to include loss resulting from interruption of or interference with the insured's business directly caused by damage resulting from a defined peril to property in the vicinity of the premises not encompassed by Section 2 – Loss of Rent extension Denial of Access (Damage) which will deter potential tenants whether the premises of the insured or property of the insured will be damaged or not and result in an identifiable reduction in the insured's rent receivable which would not have occurred but for such damage.	• Provided that the liability of the company will not exceed 25% of the sum insured or £100,000 whichever is the lesser any one loss and in total during any one period of insurance. • Indemnity period of 12 weeks.

Loss of Rent – Policy Section 2 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Loss of attraction (Anchor tenants) In respect of anchor tenants only, if solely in consequence of interruption or interference with the insured's business directly caused by damage resulting from a defined peril, an anchor tenant vacates the premises by virtue of their lease agreement enabling them to do so, the insurance by this extension will include the loss of rent receivable following the insolvency of other tenants which can be solely identifiable and / or attributable to a reduction in the number of customers attracted to the vicinity of the premises.	• The liability of the company will not exceed 25% of the sum insured or £100,000 whichever is the lesser any one loss and in total for all losses occurring during any one period of insurance. • The company's liability will only apply for the period beginning with the loss and ending not later than the indemnity period during which the results of the business are affected because of the interference. • Indemnity period of 12 weeks.
Managing agents' premises The insurance by each item on rent receivable is extended to include loss as insured resulting solely from damage by a defined peril to buildings or other property insured at any location in the United Kingdom owned or occupied by the insured's managing agents for the purposes of their business because of which the rent receivable by the insured is reduced.	• Provided that the liability of the company does not exceed 20% of the sum insured by the relevant item(s) or £250,000 any one occurrence whichever is the less.
Public utilities This section extends to include interruption or interference with the business of the insured directly caused by damage resulting from a defined peril giving rise to destruction or damage to property involving an interruption of more than 12 hours for various suppliers.	• Section extends up to a limit of £50,000 to include interruption or interference with the business of the insured directly caused by damage resulting from a defined peril giving rise to destruction or damage to property involving an interruption of more than 12 hours. • Subject to a maximum indemnity period of 3 months.
Re-letting costs The insurance provided by this section extends to include the reasonable costs and expenses necessarily incurred with the company's written consent during the indemnity period in re-letting any premises including legal fees in connection with the re-letting solely in consequence of damage.	• Provided that the liability of the company does not exceed £10,000 any one occurrence and £50,000 in total for all losses occurring during any one period of insurance.
Rent free periods If at the date of the damage, the premises are subject to a rent-free period concession under the terms of the lease, the indemnity period will be adjusted by adding the unexpired portion of the rent free period to the maximum indemnity period.	

Loss of Rent – Policy Section 2 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Rent review Where the rent receivable is subject to a rent review during the period of insurance, then the sum insured by this section will be automatically increased to reflect the revised rent receivable earned. Additional premium will not be charged for the increase in cover during the period of insurance, provided that the insured, prior to renewal, advises the company of the revised rent receivable sum insured for the forthcoming period of insurance.	
Book Debts Cover extends to include the insured's loss in respect of outstanding debit balances following damage to the insured's records.	• The most the company will pay for any one occurrence is £250,000. • If the at the time that the damage is incurred the outstanding debit balances is less than £250,000, the amount payable will be proportionately reduced.
Exhibition Sites The insurance provided by this section extends to include loss arising from damage to property at any exhibition site within the United Kingdom.	• Cover restricted to £25,000 unless otherwise specified in the policy schedule.
Accountants' fees Any particulars in the insured's accounts or other information or evidence which may be required by the company under the conditions of this policy for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the insured and their report will be primary evidence of the information to which it relates. The company will pay the reasonable charges payable by the insured to the accountants for producing such particulars, information or evidence, provided that the sum of the amount payable under this clause and the amount otherwise payable under this section will in no case exceed the liability of the company as stated.	
Automatic reinstatement In the event of loss, the sum insured by this section will be automatically reinstated from the date of the loss, unless written notice is given to the contrary either by the company or by the insured, and the insured undertakes to pay the necessary premiums as may be required for the reinstatement from that date.	

Loss of Rent – Policy Section 2 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Alternative premises If during the indemnity period, accommodation will be provided or services rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on behalf of the insured, the money paid or payable in respect of services will be brought into account in arriving at the rent receivable during the indemnity period. **Current cost accounting** For the purposes of this section, any adjustment implemented in current cost accounting will be disregarded. **Payments on account** The company will make payment on account during the indemnity period if the insured so requests subject to any necessary adjustment at the end of the indemnity period. **Value Added Tax** To the extent that the insured is accountable to the tax authorities for Value Added Tax, all terms in this section will be exclusive of such tax.	

Liability – Policy Section 3

Significant Features and Benefits	Significant Exclusions or Limitations
Section 3a – Public Liability	
Contingent motor liability This Sub-section, the company will indemnify the insured (which for the purposes of this extension means the insured named in the schedule) against legal liability for bodily injury to any person and / or property damage arising out of the use, in the course of the business, of any mechanically propelled vehicle not the property of nor provided by the insured.	
Defective Premises Act The company will indemnify the insured in respect of any liability which the insured as previous owners may incur, by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) 1974, or any similar or amending legislation in connection with any premises which have been disposed of by the insured and which prior to such disposal, were occupied by the insured, in connection with the business.	• any liability for incidents happening prior to such disposal; • The cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship.
Financial loss The company will indemnify the insured against all such sums the insured become legally liable to pay as damages and costs and expenses of claimants in respect of financial loss.	• Any claim is first made in writing to the insured during the period of insurance and is notified to the company during the same period of insurance or within 30 days after the expiry of the same period of insurance. • The liability of the company will not exceed £250,000 any one claim and in total for all claims during any one period of insurance. • The insured will be liable for the first 10% of all damages and claimants' costs and expenses payable in respect of each claim made against the insured subject to the insured being liable for a minimum contribution of £10,000 and a maximum contribution of £25,000 in respect of each claim.
Legionellosis The insurance by this sub-section extends to include the insured's legal liability in respect of bodily injury to any person other than an employee arising out of the release of legionella bacteria happening in connection with the business and occurring within the United Kingdom.	• The liability of the company will not exceed £1,000,000 any one occurrence and in total in respect of all occurrences during any one period of insurance. • This extension will not apply to claims first made against the insured because of bodily injury arising out of the release of legionella bacteria committed or alleged to have been committed prior to the Retroactive Date shown in the schedule.

Liability – Policy Section 3 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Libel and slander This sub-section, the insurance by this sub-section extends to include the insured's legal liability in respect of any act of libel or slander committed or uttered by the insured solely in respect of the insured's advertising or in-house and trade publication material prepared by the insured.	• The liability of the company will not exceed £250,000 any one claim and in total for all claims during any period of insurance. • The insured will be liable for the first 10% or £1,000 of each claim whichever is the higher.
Member to member liability In respect of the insured's canteen, sports, social and welfare activities and the activities of any sports or social club associated with the insured, it is agreed that if any claim arising out of such activities is made upon any member of the insured, by any other such member or other person and the claim is such that if made upon the insured, the insured would be entitled to indemnity under this policy, the company will, subject to the terms, conditions and exclusions of this policy, indemnify the said member in respect of such claim.	
Obstructing vehicles In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the business, the company will indemnify the insured in respect of legal liability for bodily injury or property damage arising from the movement of such vehicle by the insured.	
Overseas personal liability The company will indemnify the insured under this sub-section, and at the request of the insured, any director, partner or employee or any spouse or any child of any such person, against legal liability arising from bodily injury or property damage arising from personal activities whilst temporarily outside the United Kingdom in connection with the business.	
Sudden and accidental pollution The company will indemnify the insured against legal liability in respect of bodily injury or property damage caused solely by a pollution incident.	• The limit under this extension is the limit stated in the schedule against sub-section 3A and nothing in this extension will increase the liability of the company to pay any amount in excess of this limit.

Liability – Policy Section 3 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Section 3b – Employers Liability	
Injuries to partners In respect of bodily injury to any partner named in the schedule, the company will, for the purpose of this Sub-section, deem that person to be an employee.	
Unsatisfied court judgments The company will pay to the employee or the personal representatives of the employee, at the request of the insured, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.	

Compensation for court attendance
In the event of any director or partner or employee attending court as a witness at the request of the company in connection with a claim in respect of which the insured is entitled to indemnity under this sub-section, the company will provide compensation to the insured.
	• Limits of:
	  • £750 for any director or partner.
	  • £250 for all other employees.

Cross liabilities If the insured comprises more than one party, the company will provide indemnity to each such insured, in the same manner and to the same extent, as if a separate policy had been issued to each, provided that the cumulative total amount payable to all such insureds will not exceed the limit(s) stated in the schedule.	
Indemnity to principals To the extent that any contract or agreement entered into by the insured with any principal so requires, the company will indemnify the insured against liability assumed by the insured; and indemnify the principal in like manner to the insured in respect of the liability of the principal arising out of the performance by the insured of such contract or agreement.	• Subject to the limits provided on the policy schedule.
Contractual Liability In respect of liability assumed by the insured by a contract or agreement entered into by the insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this section shall only apply if the sole conduct and control of any claim is vested in the company.	

Contents of communal parts – Policy Section 4

Significant Features and Benefits	Significant Exclusions or Limitations
Glass The insurance by this section is extended to include accidental breakage of Fixed glass (other than in pictures or clocks), Fixed glass in mirrors, fixed glass tables tops and glass shelves.	
Money Loss from any cause of negotiable money or non-negotiable money held by members of the management committee of the residents' association for the benefit of the block of flats, individual flat owners, or private dwelling houses.	• Cover only applies whilst in transit within the territorial limits, up to a maximum amount of £1,000. • Cover provided for up to £2,500 for any one occurrence or £5,000 in total for all losses during any one period of Insurance.
Gardening equipment Insurance by this section is extended to include cover for damage to landlords' gardening equipment whilst in any locked outbuilding at the block of flats or housing development.	• Cover excludes amount in excess of £10,000 for any one occurrence.

Legal Expenses – Policy Section 5 (Part A – Your Insured Property)

Significant Features and Benefits	Significant Exclusions or Limitations
1) Property damage, nuisance & trespass a) An event which causes physical damage to your insured property and/or anything owned by you at your insured property. Provided that if the insured property is used as holiday accommodation: I. you can provide a detailed inventory of its condition and contents which has been signed by your guest(s) and II. a dilapidation deposit has been paid in cash or payment has cleared in your bank account. b) A public or private nuisance or a trespass relating to your insured property. **2) Repossession of residential property** Pursuit of your legal rights to repossess your insured property that has been let under a tenancy agreement provided you: a) have demanded rent in writing from your tenant as soon as it is overdue and can provide evidence of this. b) have given the tenant the correct notices for the repossession of your insured property. c) are seeking a right of possession in England, Wales or Scotland where the court MUST find that the named ground of possession applies or d) have a legal right to repossess insured property that has been let in accordance with the Private	**What is not covered under Part A Insured event 1)** 1) The first £250 of any claim in respect of Insured event 1) b) except where you bring a claim against a person who is living at your insured property without your permission (i.e., squatters). You will have to pay this as soon as we accept your claim. 2) Any claim arising from or relating to: a) damage or loss arising from a contract between you and a third party who is not: I. your tenant or ex-tenant; or II. a guest or guests staying at your insured property that you have let out as holiday accommodation. b) The compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or property by any government, local or public authority. c) A dispute with any party other than the party who caused the damage, nuisance, or trespass. d) any nuisance or trespass claim in respect of Insured event 1) b) that arises from a contract, lease, licence or Tenancy agreement between you and the third-party including trespass by your ex-tenant). **What is not covered under Part A Insured event 2)** Any claim in England, Wales and Scotland where you are seeking a right of possession where the court MAY find that the named ground of possession applies.

Legal Expenses – Policy Section 5 (Part A – Your Insured Property)

Significant Features and Benefits	Significant Exclusions or Limitations
3) Commercial lease disputes Pursuit or defence of your legal rights arising from a dispute with your business tenant under the terms of a written lease agreement in relation to your insured property which is: a) granted under the Landlord & Tenant Act 1954 provided that where the dispute arises from or relates to renewal of your lease agreement or the granting of a new business tenancy: i. you will be opposing your tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act 1954; and ii. you can evidence that you have served the correct legal notice to terminate on the tenant in the prescribed form before your tenant has served you with a request for a new tenancy, or b) contracted out of the Landlord & Tenant Act 1954 provided that: i. you have correctly served the necessary legal notice on your tenant and ii. your tenant has made the relevant declaration and iii. the lease is noted accordingly.	**What is not covered under Part A Insured event 3)** Any dispute that arises from or relates to a disagreement with your tenant over payment or non-payment of service charges; or recovery of rent arrears that is otherwise covered by Insured event 4).
4) Recovery of rent arrears Pursuit of your legal right to recover rent owed to you by: a) your residential or business tenant or ex-tenant of insured property b) a guest or guests staying at your insured property which is used as holiday accommodation.	
5) Holiday homes contract disputes A dispute that arises from: a) a written agreement which you have entered into to let out your insured property as holiday accommodation that is not otherwise covered by Part A Insured event 1) Property damage, nuisance & trespass or 4) Recovery of rent arrears b) a contract you have entered into to buy or hire goods or services for the insured property which you have let or intend to let to guests as holiday accommodation.	**What is not covered under Part A Insured event 5)** Any claim arising from or relating to: 1. goods or services which exceed £6,000 (including VAT) in value. 2. loans and mortgages 3. an employment contract. 4. a settlement due under an insurance policy.

Legal Expenses – Policy Section 5 (Part B – Your Business)

Significant Features and Benefits	Significant Exclusions or Limitations
1) Employment A dispute between you and your employee, ex-employee, or a prospective employee, arising from a breach or an alleged breach of their: a) contract of service with you b) related legal rights. You can claim under the policy as soon as internal procedures as set out in the a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.	**What is not covered under Part B Insured event 1)** Any claim arising from or relating to: 1. the pursuit of an action by you other than an appeal against the decision of a court or tribunal 2. actual or alleged redundancy that is notified to employees within 180 days of the start of this policy, except where you have had equivalent cover in force up until the start of this policy. 3. costs you incur to prepare for an internal disciplinary hearing, grievance or appeal. 4. a pension scheme where actions are brought by ten or more employees or ex-employees.
2) Employment compensation awards Following a claim we have accepted under Part B Insured event 1) Employment, the insurer will pay any: a) basic and compensatory award or b) an amount agreed by us in settlement of a dispute. Provided that compensation is: a) agreed through mediation, conciliation or under a settlement approved by us in advance or b) awarded by a tribunal judgment after full argument unless given by default.	**What is not covered under Part B Insured event 2)** 1. Money due to an employee under a contract or a statutory provision relating thereto. 2. Compensation awards or settlements relating to a) trade union membership, industrial or labour arbitration or collective bargaining agreements b) civil claims or statutory rights relating to trustees of occupational pension schemes.
3) Employment restrictive covenants a) A dispute with your employee or ex-employee which arises from their breach of a restrictive covenant where you are seeking financial remedy or damages. Provided that the restrictive covenant I. is designed to protect your legitimate business interests, for a period not exceeding 12 months and II. is evidenced in writing and signed by your employee or ex-employee and III. extends no further than is reasonably necessary to protect the business interests. b) A dispute with another party who alleges that you have breached their legal rights protected by a restrictive covenant.	

Legal Expenses – Policy Section 5 (Part B – Your Business)

Significant Features and Benefits	Significant Exclusions or Limitations
4) Tax disputes a) A formally notified enquiry into your business tax. b) A dispute about your compliance with HMRC regulations relating to your employees, workers or payments to contractors. c) A dispute with HMRC about Value Added Tax. Provided that: a) you keep proper records in accordance with legal requirements and b) in respect of any appealable matter you have requested an Internal Review from HMRC where available. **5) Legal defence** a) A criminal investigation and/or enquiry by: i. the police or ii. other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the insured being prosecuted. b) The charge for an offence or alleged offence which leads to the insured being prosecuted in a court of criminal jurisdiction.	**What is not covered under Part B Insured event 4)** Any claim arising from or relating to: 1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions. 2. an investigation by the Fraud Investigation Service of HMRC 3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements 4. any enquiry that concerns assets, monies, or wealth outside of the United Kingdom 5. your failure to register for VAT. **What is not covered under Part B Insured event 5)** Any claim relating to a parking offence.

Legal Expenses – Policy Section 5 (Part B – Your Business)

Significant Features and Benefits	Significant Exclusions or Limitations
6) Compliance & regulation a) Receipt of a Statutory Notice that imposes terms against which you wish to appeal. b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) A civil action alleging wrongful arrest arising from an allegation of theft. d) A claim against you for compensation under the Data Protection Act 2018 provided that: i. you are registered with the Information Commissioner ii. you can evidence that you have in place a process to: • investigate complaints from data subjects regarding a breach of their privacy rights. • offer suitable redress where a breach has occurred and that your complaints process has been fully engaged. e) A civil action alleging that an insured has: I. committed an act of unlawful discrimination; or II. failed to correctly exercise their fiduciary duty as a trustee of a pension.	**What is not covered under Part B Insured event 6)** Any claim arising from or relating to: 1. the pursuit of an action by you other than an appeal 2. a routine inspection by a regulatory authority 3. an enquiry, investigation or enforcement action by HMRC 4. a claim brought against your business where unlawful discrimination has been alleged.
7) Statutory licence appeals An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run your business.	**What is not covered under Part B Insured event 7)** Any claim relating to a licence or registration scheme affecting your insured property.
8) Loss of earnings The insured's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the appointed advisor or whilst on jury service which results in loss of earnings.	**What is not covered under Part B Insured event 8)** Any sum which can be recovered from the court.

Legal Expenses – Policy Section 5 (Part B – Your Business)

Significant Features and Benefits	Significant Exclusions or Limitations
9) Personal injury An event that causes bodily injury to, or the death of, an insured.	**What is not covered under Part B Insured event 9)** Any claim arising from or relating to a condition, illness or disease which develops gradually over time.
10) Executive suite This Insured event applies only to the principal, executive officers, directors and partners of your business. a) An HMRC enquiry into the executive's personal tax affairs. b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from your business. c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline. d) A dispute that arises from the terms of your business partnership agreement that is to be referred to mediation. e) Crisis communication as described in Insured event 11) below shall be available to the principal, executive officers, directors and partners of the business for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.	**What is not covered under Part B Insured event 10)** 1. Any claim arising from or relating to: a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions. b) an investigation by the Fraud Investigation Service of HMRC c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements. d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom e) a parking offence f) costs incurred in excess of £25,000 for a claim under 10) d) and 10) e). 2. Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.
11) Crisis communication Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on your business, we will: a) liaise with you and your solicitor (whether the solicitor is an appointed advisor under this policy or acts on your behalf under any other policy) to draft a media statement or press release. b) prepare communication for your staff /customers/ suppliers and/or a telephone or website script or social media messaging. c) arrange, support and represent the insured at an event which media will be reporting. d) support the insured by taking phone calls/emails and managing interaction with media outlets. e) support and prepare the insured for media interviews provided that you have sought and followed advice from our Crisis communication helpline.	**What is not covered under Part B Insured event 11)** Any claim arising from or relating to: 1. matters that should be dealt with through your normal complaint's procedures. 2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast. 3. costs incurred in excess of £25,000.

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