



Commercial Let Policy Wording

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In return for payment of the premium shown in the schedule, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on the document, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the schedule for which **you** have paid, or agreed to pay, the premium.

When drawing up this document, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the schedule or in any subsequent schedule issued to **you**.

The insurance relates ONLY to those sections of the document which are shown in the schedule as being included.

The contract does not give, or intend to give rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The written authority (which number is shown in the schedule) carrying the seal of Lloyd's Policy Signing Office allows Anglo Pacific Consultants (London) Ltd to sign and issue this document on **our** behalf.

Unless **we** have agreed otherwise with **you**, this contract is governed by English Law.

NOTICE TO THE INSURED

If at any time **you** have any query or complaint regarding **your** contract of insurance, **you** should in the first instance refer to **your** insurance broker/intermediary or advisor, if any. If **you** are not satisfied with the way a complaint has been dealt with, please write to the Operations Director at Anglo Pacific Consultants (London) Ltd, Offices 4 - 7 Granary Court, 9-19 High Road, Chadwell Heath, Essex, RM6 6PY who arranged the insurance with **us**. Alternatively **you** can make contact with Anglo Pacific Consultants (London) Ltd by telephone 020-8597-5656. **We** aim to give **our** policyholders a high level of service at all times.

If Anglo Pacific Consultants (London) Ltd cannot resolve **your** concern, **you** should address **your** complaint in writing to **us** direct. **Our** complaints procedure and address are detailed as follows, please quote policy details on any correspondence.

Please write to: - Complaints and Advisory Dept, Lloyds, One Lime Street, London EC3M 7HA

PROCEDURE

It may be that **we** can resolve **your** concern over the phone. However **your** complaint may require further investigation. If so, **we** will send **you** a written acknowledgment within 5 working days stating:

- How **we** will handle it
- Who will handle it
- What **you** need to do, if anything.

Your complaint will be investigated by one of **our** trained staff.

You will be sent a detailed response within 4 weeks of receiving **your** complaint. If **we** cannot respond in this time **we** will write to **you** to explain and let **you** know when **you** should expect to receive a response.

If **you** have any concerns in the meantime, **you** can contact the person identified on the acknowledgment letter.

Our response will either:

- Accept **your** complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so

Not satisfied with our response?

Lloyds are members of the Financial Ombudsman Service (FOS) and, in limited circumstances; **you** may be eligible to refer **your** complaint to them.

Those limited circumstances are where the policy has been taken out by:

- (i) An individual
- (ii) A business with an annual turnover of less than £1million
- (iii) A charity with an annual income of less than £1million
- (iv) A trustee of a trust with a net asset value of less than £1million

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

Tel: 0845 080 1800

www.financial-ombudsman.org.uk

You should refer the matter to the Ombudsman as soon as possible after **our** final response, but this must be within 6 months of becoming aware of the situation.

Please Note: The Ombudsman requires **you** to follow **our** internal complaints procedure before **you** refer **your** concerns to them.

Several Liability Notice: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

E.U. Disclosure Clause (UK): The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause: A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection Act 1998: It is understood by **you** that any information provided to **us** by **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Effected Through:

Anglo Pacific Consultants (London) Ltd, 4-7 Granary Court, 9-19 High Road, Chadwell Heath, Essex, RM6 6PY

Definitions

The following words or phrases in bold have the same meaning whenever they appear in this document, schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Advisory service

This is **our** free telephone legal **advisory service**. It is available to **your** business 24 hours a day, 365 days a year other than for tax advice which is available Monday to Friday 9AM to 5PM.

Any one claim

This means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.

Appointed representative

This means a solicitor, barrister or other appropriately qualified person appointed to act in the name of and behalf of **you** in accordance with the terms, conditions, limitations, provisos and exclusions of this insurance.

Aspect enquiry

This means an enquiry by HM Revenue & Customs into **your** business self-assessment return following the issue of a formal Notice under S9A or S12AC of the Taxes Management Act 1970 or under S24 (1) Schedule 18 Finance Act 1998.

Asylum seeker

Person who seeks the status of refugee in national or international law.

Award of compensation

This means Basic and Compensatory Awards made against **you** by an Employment Tribunal or payments in settlement of such claims made with the **Claims Administrator's** prior written consent, but not including Additional Awards, Special Awards, Interim Relief, arrears of pay, damages under the Equal Pay Act, or damages arising out of failure to comply with awards in respect of reinstatement or re-engagement. **Awards of Compensation** does not include any fine or award of damages incurred for deliberately avoiding a payment or liability under statutory requirements. Nor does it include any redundancy payment or monies due or properly payable arising from obligations under a contract of employment, service agreement or related document incorporated into the terms of a contract of service.

Buildings

The structure of the **buildings**, garages, greenhouses and sheds all on the same site, including central heating oil tanks, gas tanks, septic tanks, patios, drives, paths, walls, fences, gates and landlord's fixtures and fittings.

Business activity

The activities of the business(s) or company(ies) named in the schedule.

Claims administrator

This means the company stipulated in the Schedule or appointed subsequently by **us** who administers the claims under this Policy on **our** behalf and to whom any notification of a claim must be made.

Compensation awards

This means **your** liability for any judgement made against **you** under the Data Protection Act 1998 concerning the inaccuracy, loss, destruction or unauthorised disclosure of data.

Definitions (continued)

Contents

Household goods, furnishings, carpets, curtains and furniture contained in the **buildings** all of which belong to **you** or for which **you** are legally responsible for.

Contents does not include:

- any property which is more specifically insured by other insurance;
- any living creature;
- motor vehicles, electrically, mechanically, or power-assisted vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items;
- tenants' property;
- money, credit, cheque and debit cards, securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- any property used or held for business, profession or trade purposes;
- any part of the **buildings**;
- pedal cycles; or
- jewellery, watches, works of art, photographic equipment (including video cameras and camcorders), binoculars and telescopes.

Contracting party

This means a company, firm or individual who has a direct contractual relationship with **you**.

Deep fat frying

Any cooking using a fryer other than a domestic table top basket fryer.

Due date

The date on which monies owed to **you** become due and payable.

Employee

An individual under a contract of service with **you**.

Increased excess

The amount **you** must bear in **legal expenses, professional expenses, awards of compensation** or **compensation awards** in respect of **any one claim** before **we** are liable to provide any indemnity under this insurance where **you** elect to appoint an **appointed representative** other than as suggested by the **claims administrator**.

Investigation

This means:

- Business Tax Investigations
The enquiry which takes place when HM Revenue & Customs makes a request to examine all of the business books and records and issues a formal Notice under S9A or S12AC of the Taxes Management Act 1970 or under S24 (1) Schedule 18 Finance Act 1998, or
- Employer Compliance Disputes
The enquiries which take place following an expression of dissatisfaction with **your** PAYE, and/or NIC affairs following an employer compliance visit by HM Revenue & Customs or following an expression of dissatisfaction with **your** P11Ds or P9Ds, or
- VAT disputes
The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HM Revenue & Customs into Value Added Tax and/or Value Added Tax default surcharges and penalties for incorrect declarations.

Definitions (continued)

Legal expenses

This means:

- fees, expenses and disbursements including **witness attendance allowance** reasonably incurred by the **appointed representative** with the **claims administrator's** written consent;
- costs incurred by other parties to which **you** are held liable in court or tribunal proceedings to pay or which **you** agree to pay with the **claims administrator's** written consent but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction following a conviction;
- fees, expenses and disbursements including **witness attendance allowance** reasonably incurred by the **appointed representative** with the written consent of the **claims administrator** in an appeal of the judgement of a court or tribunal.

Occupant

You, or a tenant authorised to stay in the **buildings**.

Period of insurance

This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which **we** accept **your** premium.

Professional duty

Contractual, tortious or fiduciary duties owed to or by **you** to or by another company, firm or individual in connection with the provision of professional services or advice.

Professional expenses

Fees, expenses and disbursements reasonably incurred by the **appointed representative** with the written consent of the **claims administrator** but does not include any tax or VAT, interest or penalties demanded assessed or required by the relevant authority or other penalty imposed by a court or tribunal.

Residential property

A **building** that **you** have let under a written tenancy agreement for residential purposes only.

Statutory licence

A licence or certificate of registration issued under statute or statutory instrument or by government or local authority to **you**.

Sum in dispute

The sum in dispute between **you** and a **contracting party**.

Unfurnished

Where the **buildings** are not furnished enough to be normally occupied.

United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where the **buildings** have been left without an **occupant** for more than 30 days in a row.

We, us, our

The insurer named in **your** schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

Witness attendance allowance

This means costs not to exceed £100 per day or £1,000 **any one claim** when any director, partner or **employee** of **yours** is absent from work consequent upon attending a court or tribunal hearing of a claim to which the **claims administrator** has given written consent under this insurance.

You, your

The person(s) or company(ies) named in the schedule.

Section one: Buildings

Your schedule will show **you** if this cover applies.

What is covered

Loss or damage to the **buildings** during the **period of insurance** caused by the following.

1 **Fire and smoke.**

2 **Earthquake.**

3 **Explosion.**

4 **Lightning.**

5 **Aircraft and other flying objects or anything dropped from them.**

6 **Riot, civil commotion, strikes and labour or political disturbances.**

7 **Impact by any vehicle, train or animal.**

8 **Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.**

9 **Falling trees or branches, telegraph poles or lamp posts.**

10 **Theft or attempted theft.**

11 **Malicious acts or vandalism.**

The most **we** will pay is £5,000 for any one loss.

What is not covered

The excess as shown in the schedule.

- Loss or damage caused:
 - by pets;
 - to paths or drives by the weight of any vehicle; or
 - to roads, land, pavements, piers, jetties, bridges and culverts.
- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
- Loss or damage:
 - to hedges, fences and gates;
 - caused by cutting down or trimming trees or branches; or
 - the cost of removal if the fallen tree or branch has not caused damage to the **buildings**.
- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **buildings** are **unfurnished** or **unoccupied**;
 - unless there has been forced and violent entry or exit into or out of the **buildings**; or
 - caused by **asylum seekers**.
- Loss or damage:
 - while the **buildings** are **unfurnished** or **unoccupied**; or
 - caused by **asylum seekers**.

Section one: Buildings (continued)

What is covered

12 Flood.

What is not covered

- Loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates;
 - to radio or television aerials, fixed satellite dishes, their fittings or masts; or
 - caused by rising ground water levels.

13 Escape of water or oil from any fixed domestic water or heating installation or appliance.

- Loss or damage:
 - while the **buildings** are **unfurnished** or **unoccupied**;
 - caused by subsidence, heave or landslip;
 - to domestic fixed oil tanks;
 - caused by faulty workmanship;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.

14 Subsidence or heave of the site on which the buildings stand, or landslip.

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
- Loss or damage to terraces, patios, drives, paths, walls, fences and gates, unless the foundations beneath the supporting walls of the **buildings** are damaged at the same time and by the same cause.
- Loss or damage caused to solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **buildings** are damaged at the same time and by the same cause.
- Loss or damage to the **buildings** which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.

Section one: Buildings (continued)

What is covered

15 Storm.

What is not covered

- Loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates; or
 - to radio or television aerials, fixed satellite dishes, their fittings or masts.
 - caused by rising ground water levels

Extra benefits included with buildings

We will also cover the following.

What is covered

1 Accidental breakage

- Accidental breakage of fixed sanitary fittings.
- Accidental breakage of ceramic glass in cooker hobs of built-in units.
- Accidental breakage of fixed solar panels forming part of the **buildings**.

2 Loss of rent

While the **buildings** cannot be occupied as a result of loss or damage covered under Section one (Buildings), **we** will pay:

- the rent **you** would have received from an existing tenant (less any share of the rent or other expenses **you** must pay the letting agent) if the **buildings** could have been occupied.

3 Building fees and the cost of removing debris

After a claim for loss or damage covered under Section one (Buildings), **we** will pay the following expenses or losses **we** have agreed to.

- The reasonable cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**.
- The cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws imposed by Acts of Parliament or local authorities.

What is not covered

- The excess as shown in the schedule.
- Damage while the **buildings** are **unfurnished** or **unoccupied**.
- Damage caused by **asylum seekers**.

- Any amount over 20% (or as stated in the schedule) of the sum insured on the **buildings** for any one loss.
- Loss of rent to any **buildings** that became **unfurnished** or **unoccupied** immediately before the loss or damage giving rise to a claim.

- Any costs for preparing a claim.
- Any costs that relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**.
- Costs involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened.
- The cost of making the site stable.

Extra benefits included with buildings (continued)

What is covered

4 Accidental damage to underground services

Accidental damage to underground cables, pipes or tanks serving the **buildings** for which **you** are legally responsible.

What is not covered

- The excess as shown in the schedule.
- Damage while the **buildings** are **unfurnished** or **unoccupied**.
- The cost of clearing blocked sewer pipes, drains, soakaways, pipes or tanks.
- Damage to any part of the cable or services pipe within the **buildings**

5 Breakage of glass

In the event of breakage of glass, all glass shall be considered plain and of ordinary glazing quality unless specifically mentioned in the schedule.

- Breakage to fixed windows, doors, fanlights and skylights of the **buildings** providing the replacement is **your** responsibility.
- The cost of boarding up pending replacement of glass following breakage.
- Removal and replacement of fixtures, fittings and security items necessary for glass replacement.

- The excess as shown in the schedule.
- Damage while the **buildings** are **unfurnished** or **unoccupied**.
- Breakage arising from repairs, decorations, additions or alterations to the **buildings**.
- Breakage to glass whilst being fitted or breakage due to dilapidation or deterioration of framework.

Accidental damage to buildings

Your schedule will show **you** if this cover applies.

What is covered

Accidental damage to your buildings.

We will pay for accidental damage to your buildings

What is not covered

- The excess as shown in the schedule.
- Any damage caused by:
 - chewing, tearing, scratching or fouling by animals;
 - action of light or the atmosphere;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the **buildings**; or
 - faulty workmanship, design or materials.
- Damage to terraces, patios, drives, paths, walls, fences, gates, fuel tanks, roads, land, pavements, piers, jetties, bridges and culverts.
- The cost of general maintenance.

Damage while:

your buildings are unfurnished or unoccupied.

- Damage shown under the 'What is not covered' part of:
 - Items 1-15'; and
 - 'Extra benefits included with buildings';
in Section one (Buildings).
- Damage shown under the 'What is covered' part of:
 - Items 1-15'; and
 - 'Extra benefits included with buildings';
in Section one (Buildings).

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild the **buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **the buildings** are in a good state of repair.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, then **we** will pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **buildings** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section one (Buildings) is the sum insured shown on the schedule for **buildings**, adjusted in line with index linking.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the sum insured, **we** will pay only for the loss or damage in the same proportion. For example, if **your** sum insured only covers two-thirds of the cost of rebuilding the **buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce the **buildings** sum insured, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

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

Section two: Contents

Your schedule will show **you** if this cover applies.

What is covered

Loss or damage to **your contents** whilst in the **buildings** during the **period of insurance** caused by the following.

1 **Fire and smoke.**

2 **Earthquake.**

3 **Explosion.**

4 **Lightning.**

5 **Aircraft and other flying objects or anything dropped from them.**

6 **Riot, civil commotion, strikes and labour or political disturbances.**

7 **Impact by any vehicle, train or animal.**

8 **Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts.**

9 **Falling trees or branches, telegraph poles or lamp posts.**

10 **Theft or attempted theft following forced and violent entry into or exit out of the buildings.**

11 **Malicious acts or vandalism.**

12 **Flood.**

What is not covered

The excess as shown in the schedule.

- Loss or damage caused by pets.

- Loss or damage caused by cutting down or trimming trees or branches.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **buildings** are **unfurnished** or **unoccupied**;
 - unless there has been forced and violent entry or exit into or out of the **buildings**; or
 - caused by **asylum seekers**.

- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while the **buildings** are **unfurnished** or **unoccupied**; or
 - caused by **asylum seekers**.

- Loss or damage:
 - caused by frost; or
 - to property outside the **buildings**; or
 - caused by rising ground water levels.

Section two: Contents (continued)

What is covered

13 Escape of water or oil from any fixed domestic water or heating installation or appliance.

What is not covered

- Loss or damage:
 - while the **buildings** are **unfurnished** or **unoccupied**;
 - caused by faulty workmanship;
 - if the installation is outdoors or in an outbuilding unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'; or
 - to the installation or appliance.
- The cost of the water and oil.

14 Subsidence or heave of the site on which the buildings stand, or landslip.

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, normal settlement, shrinkage or expansion;
 - newly made-up ground settling;
 - faulty design, workmanship or materials; or
 - construction work, or repairing, demolishing or altering the **buildings**.

15 Storm.

- Loss or damage:
 - caused by frost; or
 - to property outside the **buildings**.

Extra benefits included with Contents

We will also cover the following.

What is covered

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs; and
- mirrors.

2 Loss of rent

While the **buildings** cannot be occupied as a result of loss or damage covered under Section two (Contents), **we** will pay:

- the rent **you** would have received from an existing tenant (less any share of the rent or other expenses **you** must pay the letting agent) if the **buildings** could have been occupied.

3 Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under item 13 of Section two (Contents).

The most **we** will pay is £5,000 for any one loss and £15,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

4 Locks and keys

If the keys are lost or stolen, **we** will pay up to £1,000 for the cost of replacing keys and locks to:

- all external doors of the **buildings**.

What is not covered

- The excess as shown in the schedule.
- Damage while the **buildings** are **unfurnished** or **unoccupied**.

- Any amount over 20% (or as stated in the schedule) of the sum insured on the **contents** for any one loss.
- Loss of rent to any **buildings** that became **unfurnished** or **unoccupied** immediately before the loss or damage giving rise to a claim.

- The excess as shown in the schedule.

- The excess as shown in the schedule.

Accidental damage to contents

Your schedule will show **you** if this cover applies.

What is covered

Accidental damage to contents while they are in the **buildings**.

What is not covered

- The excess as shown in the schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by animals;
 - action of light or the atmosphere;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the **contents**;
 - faulty workmanship, design or materials;
 - using the **contents** in a way which is different to the manufacturer's instructions; or
 - information being erased or damaged on computer equipment.
- Damage to:
 - contact lenses, money, credit cards, stamps, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use; and
 - clothing (including furs), food and drink.
- Damage while the **buildings** are **unfurnished** or **unoccupied**.
- Any amount over £1,000 for china, glass, pottery, porcelain or other brittle substances.
- Damage shown under the 'What is not covered' part of:
 - Items 1-15';and
 - 'Extra benefits included with contents';in Section two (Contents).
- Damage shown under the 'What is covered' part of:
 - Items 1-15';and
 - 'Extra benefits included with contents';in Section two (Contents)

Settling claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section two (Contents) is the sum insured shown on the schedule, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing the **contents** as new is more than the sum insured, **you** will have to pay a share of the claim. For example, if **your** sum insured only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on the **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the Government's Consumer Durables Index or in line with any other index that **we** decide.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

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

Terrorism Extension

Your schedule will show **you** if this cover applies.

This Section is applicable to Section one (Buildings) and Section two (Contents) only.

Notwithstanding anything stated herein to the contrary this Insurance, in consideration of the payment of the premium specified in the Schedule and its Insurance Premium Tax, is extended for the **Period of Insurance** stated in the schedule to include loss or damage to the property insured and loss of rent resulting there from insofar and to the extent that it is insured in the **United Kingdom** other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not the Isle of Man nor the Channel Islands) caused by an Act of Terrorism certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority provided always that the Terrorism Insurance provided under this Extension is:

- A. limited to loss or damage occasioned by or happening through or in consequence of acts of persons acting on behalf of or in connection with any, organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.

In any action suit or other proceedings where **we** allege that any loss or damage is not covered by this Extension the burden of proving that such loss or damage is covered shall be upon **you**.

- B. not applicable to

1. any land or building of which any part is
 - a) insured in the name of an individual; or
 - b) occupied as a private residence, or owned or occupied in the name of an individual, unless
 - i) the part so occupied/owned is less than 80% of the land or building as a whole; and
 - ii) the proportion of such land or building which is commercially occupied is more than 20%; and
 - iii) any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured
 - under the same policy to which this Extension applies and which otherwise insures the part which is not so occupied, or owned or occupied, or
 - separately, but in any event not in the name of an individual

(where any person holds or owns flats or houses insured hereunder as a trustee pursuant to the terms of a trust, or by way of a business as a sole trader, such person shall not be construed as an 'individual' for the purposes of this proviso B.1, unless such person occupies any such flat – not including a block of flats - or house as a private residence);

2. any Nuclear Installation or Nuclear Reactor.

Nuclear Installation

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

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

Nuclear Reactor

Nuclear Reactor means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

- C. not subject to any of the excluded perils specified in this Insurance other than those applying specifically in respect of the Terrorism Insurance provided under this Extension as stated in E and F below
- D. subject otherwise to the terms, conditions, exclusions, excesses and limits of this Insurance except as expressly varied hereby

Terrorism Extension (continued)

- E. subject to the exclusion of war and allied risks, defined as any loss whatsoever occasioned by riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- F. subject to the exclusion of digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not, where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack;

or

consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service attack.

Virus or Similar Mechanism

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

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **your** property or not.

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks;

and provided that **our** liability in respect of all losses arising out of any one occurrence and, where applicable under this Insurance, in the aggregate in any one **period of insurance** shall not exceed the limits as otherwise specified in this Insurance.

Irrespective of the currency in which this Insurance is expressed, the limit of liability and the premium for the Terrorism Insurance effected by this Extension will be determined in sterling.

Special Conditions

The Terrorism Insurance provided under this Extension shall not apply to

- any Long Term Agreement / Undertaking to which this Insurance is subject;
- any terms in this Insurance that provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**;
- any aggregate limit contained in this Insurance regarding the amount to be borne by **you** as a result of the operation of a deductible;

Special Provision

Notwithstanding anything stated herein to the contrary, this Terrorism Extension applies also to any Property Insured at the Premises, as stated in the Schedule to this Insurance, which is insured in the name of an individual and is occupied as a private residence, other than in respect of any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- B. chemical and/or biological and/or radiological irritants contaminants or pollutants.

Section three: Property Owners Liability

Where Section one (Buildings) is shown as covered in the schedule the insurance will include **your** liability as owner of the **buildings**.

Where Section two (Contents) is shown as covered in the schedule the insurance will include **your** liability as occupier of the **buildings**.

For the purpose of this section bodily injury will include death.

What is covered

Liability as owner or occupier

Your liability as owner or occupier to pay for accidents happening in and around the **buildings** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you**; or
- loss or damage to property which **you** do not own or have legal responsibility for.

We will not pay more than £2,000,000 (or the amount stated in the schedule) for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

What is not covered

- **You** are not covered for liability arising:
 - other than as owner or occupier of the **buildings**;
 - from any agreement or contract unless **you** would have been legally liable anyway;
 - from criminal acts;
 - as a result of an assault, alleged assault or a deliberate, wilful or malicious act;
 - from the ownership or occupation of any land or property other than the **buildings**;
 - where **you** are entitled to cover from another source;
 - from any profession, trade or business other than as owner of the **buildings**;
 - from any infectious disease or condition;
 - from **you** owning or using any:
 - power-operated lift;
 - mechanically-propelled vehicles (including children's motor cycles and motor cars), horse-drawn vehicles;
 - aircraft, hovercraft or watercraft;
 - caravan or trailer; or
 - animals.
- Bodily Injury to any of **your employees** or employers working on **your** behalf or in connection with this insurance.

Section three: Property Owners Liability (continued)

What is covered

Liability as owner of a previous building

Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **buildings** which **you** owned, for accidents happening in and around the **buildings** which result in:

- bodily injury to any person other than **you** ; or
- loss or damage to property which **you** do not own or have legal responsibility for.

We will not pay more than £2,000,000 (or the amount stated in the schedule) for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

What is not covered

- **You** are not covered for liability arising:
 - from an incident which happens over 7 years after this insurance ends or the **buildings** were sold;
 - from any cause for which **you** are entitled to cover under another source;
 - from the cost of correcting any fault or alleged fault; or
 - where a more recent policy covers the liability.
- Bodily injury to any of **your employees** or employers working on **your** behalf or in connection with this insurance.

Section four: Legal expenses

Your schedule will show **you** if this cover applies.

What is covered

Insuring clauses

Legal expenses incurred by **you** in respect of the following.

1 Contract disputes

We will indemnify **you** against **legal expenses** incurred in the pursuit or defence of any claim or legal proceedings made by or brought against **you** within the **United Kingdom** and arising from **your business activity** in a dispute with a **contracting Party** arising out of a contract for the sale or supply of goods or services within the meaning laid down in the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, provided that:

- the indemnity for **legal expenses** incurred under this clause shall not exceed 75% of the **sum in dispute**;
- where the dispute relates to monies owed to **you**, notification of the claim to the **claims administrator** shall be made at the sooner of:
 - (i) 30 days from the date at which the debt is contested, or
 - (ii) 90 days from the **due date** provided that all reasonable attempts have been made to recover the money owed or negotiate a reasonable settlement within 90 days; and
- the claim is or legal proceedings are made by or brought against **you** and are notified to the **claims administrator** during the **period of insurance**.

2 Health and safety

We agree to indemnify **you** against **legal expenses** incurred in an appeal made by **you** within the **United Kingdom** and arising from **your business activity** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Food Safety Act 1990 provided that the appeal is made and notified to the **claims administrator** during the **period of insurance**.

What is not covered

- **We** will not be liable to indemnify **you** in respect of claims arising out of or in connection with contracts:
 - performed outside the **United Kingdom**;
 - for the provision or procurement of insurance, credit, secured lending, or guarantee;
 - where **your** liability or right of recovery is incurred through an agent or by assignment or subrogation;
 - regulated or alleged to be regulated by the Consumer Credit Act 1974;
 - of employment;
 - for the possession, purchase, sale or use of **buildings**;
 - in connection with or related to a franchise;
 - for the sale or use of any motor vehicle;
 - of construction within the meaning as defined in part 2 the Housing Grants Construction and Regeneration Act 1996; or
 - containing an arbitration clause.
- **We** will not be liable to indemnify **you** in respect of claims arising out of or in connection with a breach or alleged breach of **professional duty** owed to or by **you**.
- **We** will not be liable to indemnify **you** in respect of claims where the **sum in dispute** is below £250 or where the **sum in dispute** exceeds £5,000.

- **We** will not be liable to indemnify **you** in respect of claims arising out of or in connection with the use or ownership of any motor vehicle.

Section four: Legal expenses (continued)

What is covered

3 Employment disputes

We agree to indemnify **you** against **legal expenses** and **awards of compensation** incurred in defending any claim or legal proceedings made or brought against **you** within the **United Kingdom** and arising from **your business activity** following a dispute with an **employee** and/or ex **employee** and/or prospective **employee** arising out of their contract of employment with **you** or breach of employment legislation, provided that:

- the claim is made or legal proceedings are brought against **you** and is or are notified to the **claims administrator** during the **period of Insurance** in accordance with specific condition 2; and
- **you** obtain the advice of **our advisory service** as to the procedure to be adopted and follow and act on that advice with due diligence:
 - (i) prior to carrying out any disciplinary procedure or taking any disciplinary action, such action is specifically authorised by **our advisory service**;
 - (ii) prior to the dismissal of an **employee**, such dismissal is specifically authorised by **our advisory service**;
 - (iii) prior to instituting an individual redundancy or a redundancy programme the terms, procedure and application of such action is specifically authorised by **our advisory service**;
 - (iv) upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;
 - (v) prior to altering the terms and conditions of employment of an **employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **employee**, such alteration or refusal of alteration is specifically authorised by **our advisory service**;
 - (vi) on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **employee** walking out with or without written notice.

What is not covered

- We will not be liable to indemnify **you** in respect of claims arising out of or in connection with any business transfer or purported business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive.

Section four: Legal expenses (continued)

What is covered

4 Criminal prosecution

We agree to indemnify **you** against **legal expenses** incurred in defending a prosecution in a court of criminal jurisdiction brought or commenced against **you** within the **United Kingdom** and arising from **your business activity** provided that the prosecution is brought or commenced and notified to the **claims administrator** during the **period of insurance**.

5 Property disputes

We agree to indemnify **you** against **legal expenses** incurred in the pursuit or defence of any claim or legal proceedings brought or commenced by or against **you** within the **United Kingdom** and arising from **your business activity** relating to:

- (i) disputes over the possession of **buildings** owned, tenanted or occupied by **you**;
- (ii) claims or legal proceedings against **you** for nuisance or trespass to **buildings** owned, tenanted, let or occupied by **you**;
- (iii) disputes following physical damage to **buildings** owned, tenanted, let or occupied by **you**;
- (iv) disputes between **you** and landlords or tenants and the obtaining and serving of eviction orders,

Provided that:

- **you** will suffer financial loss if **you** fail to pursue or defend the claim or legal proceedings; and
- the claim is made or legal proceedings are brought against **you** and is or are notified to the **claims administrator** during the **period of insurance**.

What is not covered

▪ We will not be liable to indemnify **you** in respect of prosecution arising out of or in connection with:

- (i) the ownership possession or use of any vehicle;
- (ii) investigations by HM Revenue & Customs or any Benefits Agency;
- (iii) an allegation against the Insured involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).

▪ We will not be liable to indemnify **you** in respect of any claim or legal proceedings arising out of or in connection with any dispute:

- concerning **buildings** relating to mining, subsidence or heave whatever the cause of such mining, subsidence or heave;
- arising out of or in connection with a contract other than a lease or a license for the use of **buildings** and made between **you** and a **contracting party**;
- relating to the payment or non-payment or review of rent or service charges other than in respect of the non payment of rent for a **residential property** where the **sum in dispute** exceeds £250;
- relating to planning consents, building regulations or compulsory purchase orders;
- relating to the renewal of a lease or other contract to use the **buildings**.

Section four: Legal expenses (continued)

What is covered

6 Data protection

We agree to indemnify **you** against **legal expenses** and **compensation awards** incurred in any claim or legal proceedings brought or commenced against **you** within the **United Kingdom** and arising out of **your business activity** arising from:

- defending **you** from an allegation of a breach of the Data Protection Act 1998;
- appealing against the refusal of an application for registration, or alteration of registered particulars; or
- appealing against an Enforcement or Deregistration or Transfer Prohibition Notice;

Provided that the claim is made or legal proceedings are brought against **you** and notified to the **claims administrator** during the **period of insurance**.

7 Tax protection

We agree to indemnify **you** against **professional expenses** incurred by **you** arising out of any **investigation** or **aspect enquiry** brought or commenced against **you** within the **United Kingdom** arising out of **your business activity** and notified to the **claims administrator** during the **period of insurance** in accordance with specific condition 2, provided that:

- a revenue authority has given notice of dissatisfaction with the tax return and/or **your** accounts; and
- any such claim is made or proceedings are brought against **you** and notified to the **claims administrator** during the **period of insurance**.

The most **we** will pay for **any one claim** in respect of any **aspect enquiry** is £2,000.

What is not covered

- **We** will not be liable to indemnify **you** in respect of any **investigation** or **aspect enquiry** arising out of or in connection with:

- any dispute referred to or dealt with by the Special Compliance Offices, the Special Investigation Section, or the National Investigation Service of HM Revenue & Customs or any matter falling within S.60 of the VAT Act 1994;
- taxes, fines, interest or any other duties or penalties imposed upon **you** by any Revenue authority or court or tribunal;
- the preparation, appeal or processing of any tax computation, assessment, demand or payment or routine treatment of taxation matters;
- any claim arising directly or indirectly from an inspection, **investigation**, or **aspect enquiry** undertaken prior to the commencement of this insurance;
- any claim arising directly or indirectly from the submission of returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where **you** fall below the standard of a reasonably prudent businessmen in keeping books and records.

- The first £250 of **professional expenses** for **any one claim** in respect of any **aspect enquiry**.

Section four: Legal expenses (continued)

What is covered

8 Statutory licence

We agree to indemnify **you** against **legal expenses** incurred in an appeal against a decision to suspend, revoke, impose alterations or refuse renewal of a **statutory licence** within the **United Kingdom** and arising out of **your business activity**, provided that:

- such **statutory licence** is necessary to engage in **your business activity**;
- **you** have sought the advice of **our advisory service** as to the procedure to be adopted immediately upon receipt of any verbal or written warning which in any way either directly or indirectly affects or may affect **your statutory licence** and **you** have acted on all such advice with due diligence;
- any such claim is made or proceedings are brought against **you** and notified to the **claims administrator** during the **period of insurance**.

9 Personal injury

We agree to indemnify **you** against **legal expenses** incurred in the pursuit of any claim or legal proceedings made by **you** within the **United Kingdom** and arising out of **your business activity** arising from the act or omission by a third party which results in injury to **you** provided:

- the injury was sustained by **you** away from **your** business premises and whilst engaged in **your business activity** and within the **United Kingdom**; and
- the injury occurs and is notified to the **claims administrator** during the **period of insurance**.

What is not covered

▪ We will not be liable to indemnify **you** in respect of:

- **legal expenses** incurred in disciplinary or internal hearings conducted by authorities charged with **your** regulation in the performance of their **professional duty** and for any appeal following such hearings;
- any claim arising out of or in connection with a suspension, revocation, imposed alteration or refusal to renew a **statutory licence** which is imposed by statute;
- any costs or expenses incurred that are incidental to complying with a notice or order;
- any claim arising out of use or ownership of any vehicle.

Specific exclusions

The following exclusions apply to Section four of your insurance.

We shall not have any liability under this Policy in respect of:

- 1 The defence of **you** in civil legal proceedings arising from or connected with:
 - a) death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
 - b) loss destruction or damage to **buildings** owned, occupied or under the control of a third party;
 - c) alleged breach of **professional duty**;
 - d) any tortious liability save as specifically provided in Insuring Clause 5 (Property Disputes);
- 2 Any claims arising out of the use or alleged use of any intellectual property, breach of confidentiality or infringement of rights to privacy whether related to use of an intellectual property right or not;
- 3 Any claim arising out of defamation or alleged defamation;
- 4 Any claim made, brought or commenced outside the **United Kingdom**;
- 5 **Legal expenses** and or **professional expenses** incurred before the **claims administrator's** consent has been granted in writing or without such consent;
- 6 **Awards of compensation** and or **compensation awards** in any claim where the prior written consent of the **claims administrator** has not been given for **legal expenses** to be incurred;
- 7 Any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at inception of this insurance and which **you** knew or ought reasonably to have known might give rise to a claim or legal proceedings by or against **you**;
- 8 Fines, exemplary and punitive damages or other penalties imposed by a court or tribunal;
- 9 Taxes, fines, interest or any other duties or penalties imposed by HM Revenue & Customs;
- 10 Any claim or legal proceedings in respect of which **you** are, but for the existence of this insurance, entitled to indemnity under any other insurance policy or legal aid certificate or representation order;
- 11 Any claim arising out of the deliberate, conscious or intentional or reckless or negligent disregard by **you** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings. In this context, "reasonable" shall be assessed by the standards of a reasonable person carrying on **your business activity**;
- 12 Costs awarded against **you** by a court of criminal jurisdiction following a conviction;
- 13 Any dispute with government or local authority departments concerning the imposition of statutory charges;
- 14 Any dispute between **you** and any parent, subsidiary, associated company, or partner;
- 15 Any dispute between **you** and **us**, and/or the **claims administrator** and/or the **appointed representative**;
- 16 Any **legal expenses**, **professional expenses**, **awards of compensation** or **compensation awards** in connection with judicial review or a reference to the European Court of Justice;

Specific exclusions (continued)

- 17 Any claims or legal proceedings (including any **legal expenses** or other costs or expenses of any description) arising out of or in connection with:
- a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
 - b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
 - c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
- 18 Any claims or legal proceedings (including any **legal expenses** or other costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If **we** allege that by reason of this exclusion any liability or loss is not covered by this insurance, the burden of proving the contrary shall be upon **you**.
- 19 Any claims or legal proceedings (including any **legal expenses** or other costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

The following conditions apply to Section four of your insurance.

1 Cancellation

If **you** are placed in liquidation, receivership or administration or adjudicated bankrupt or if any court application is made or meeting convened for any such purpose, this insurance will lapse on the happening of that event and **you** shall be entitled to a pro rata return of premium.

Cancellation under this condition shall not prejudice **your** rights in respect of any cause, event or circumstance which has been notified to and consent granted by the **claims administrator** during the **period of insurance**, provided that no return of premium shall be allowed if **you** have a claim which has been or is subsequently accepted under this insurance.

2 Notification

It is a condition precedent to **our** liability under this insurance that the **claims administrator** must be notified in writing immediately **you** are aware of any cause, event or circumstance which has given rise or may give rise to a claim or legal proceedings involving **you** as soon as that cause event or circumstance shall come to **your** attention.

In the event that the **claims administrator** is notified during the **period of insurance** of any cause event or circumstance which in the **claims administrator's** reasonable opinion is likely to give rise to a claim or legal proceedings then any subsequent claim or legal proceedings which arises directly from that cause, event or circumstance shall be deemed to have been made during the **period of insurance**.

On receipt of **your** notification, the **claims administrator** will forward to **you** a claim form which must be completed and returned immediately.

Important procedure for Employment Disputes

If a Form ET1 (Originating Application) is received from an Employment Tribunal, **you** must complete a claim form and forward it to the **claims administrator** including copies of Forms ET1, ET2 and ET3 (Notice of Appearance by Respondent) immediately and in any event within 14 days of receipt. Failure to do so may prejudice **your** position and will therefore invalidate **your** claim under this insurance.

Important procedure for Tax Protection

To comply with this condition an **investigation** or **aspect enquiry** by a revenue authority into **your** tax affairs must be notified to the **claims administrator** immediately and in any event within 30 days of receipt of the revenue authority's notice of dissatisfaction with **your** tax return. Failure to do so may prejudice **your** position and will therefore invalidate **your** claim under this insurance.

3 Claims Administrator's Consent

It is a condition precedent to **our** liability under this insurance that the **claims administrator's** consent to incur **legal expenses** or **professional expenses** must first be obtained in writing. This consent will be given by the **claims administrator** if **you** can satisfy the **claims administrator** that it is reasonable to incur **legal expenses** or **professional expenses** and:

- a) there are in the view of the **claims administrator** reasonable prospects of a successful defence;
- b) in criminal prosecution claims where **you** pleads guilty, there is in the view of the **claims administrator** a reasonable prospect of a significant mitigation of **your** sentence or fine; or
- c) there are in the view of the **claims administrator** reasonable prospects of a recovery of damages or other remedy.

In making this decision the **claims administrator** will have regard (without limitation) to:

- the advice received by the **claims administrator** concerning the merits of **your** case;
- **your** prospects of securing and enforcing any judgement;
- the amount of money in dispute in relation to the **legal expenses** and/or **professional expenses** likely to be incurred;
- the alternative methods available for protecting **your** interests.

Specific conditions (continued)

The decision to grant or withhold consent will be based on the consideration of the opinion of the **appointed representative** and any other adviser the **claims administrator** may deem it necessary to consult.

The **claims administrator** at its discretion may require **you** to participate in mediation or other forms of dispute resolution and provide assistance in settling disputes, the cost of which will be covered under this insurance subject to all other terms, conditions and limitations of this insurance.

The **claims administrator** at its discretion may require **you** to obtain an opinion from counsel or obtain an expert's report at **your** expense as to the merits of a claim or legal proceedings which must have regard to the same criteria as required by the **claims administrator**. If that opinion indicates there are reasonable prospects, **we** will pay for the cost of the opinion within the Limit of Indemnity for that claim.

When the **claims administrator** grants consent, **we** agree to provide indemnity to **you** within the terms, conditions, limitations, provisos and exclusions of this insurance. Such consent does not imply that all **legal expenses** and/or **professional expenses** shall be paid but only those which the **claims administrator** has expressly agreed to.

If after consent has been granted by the **claims administrator** it becomes apparent to the **claims administrator** that the claim falls outside the terms, conditions, limitations, provisos and exclusions of this insurance such consent shall be withdrawn and no indemnity provided.

If after consent has been granted by the **claims administrator** it ceases to be reasonable in the view of the **claims administrator** to incur **legal expenses** and/or **professional expenses**, the **claims administrator** may withdraw consent. **Legal expenses** and or **professional expenses** incurred up until that time will continue to be indemnified by **us**.

Notwithstanding any general consent granted, **we** limit **our** liability to the payment of **legal expenses** and/or **professional expenses** and/or **awards of compensation** and/or **compensation awards** incurred solely for the purpose of indemnifying **you** in respect of the claim or legal proceedings to which consent has been granted. **Legal expenses** and or **professional expenses** incurred for the routine presentation or administration of **your** affairs or expenses which would have been incurred in the normal course of **your business activity** shall fall outside the indemnity provided under this insurance.

If **you** elect to proceed with the pursuit or defence of a claim or legal proceedings to which consent has not been granted by the **claims administrator** because there are not reasonable prospects and **you** are successful in such a pursuit or defence, then **we** agree to pay those **legal expenses** and/or **professional expenses** incurred after the **claims administrator** refused consent subject to the terms, conditions and limitations of this insurance.

For the purposes of this clause, success shall mean a cost order or agreement to pay over 50% of incurred costs in favour of **you** or an acquittal of **you** or a finding that no additional tax is payable or a finding of no breach of any regulation impacting or alleged to impact the **statutory licence**. In respect of claims under the Employment Disputes Insuring Clause, success shall be where **you** are neither ordered to pay nor agree to pay any compensation.

4 Conduct of a Claim

a) Choice of **appointed representative**

Where it is necessary that **you** have recourse to a lawyer, **you** are free to choose an **appointed representative** to act in **your** name and on **your** behalf in any claim or legal proceedings to which the **claims administrator** has given written consent subject to the application of the **increased excess**. In all other claims or legal proceedings the **claims administrator** will choose an **appointed representative** to act in **your** name and on **your** behalf.

If a claim is in respect of a dispute allocated to the small claims track under CPR part 27, **we** retain the right to choose an **appointed representative** to attempt to negotiate a settlement. Such settlement will be subject to **your** agreement which shall not be unreasonably withheld or delayed.

In selecting the **appointed representative**, **you** shall have a duty to minimise the cost of any claim or legal proceedings.

In all cases the **appointed representative** shall act in **your** name and on **your** behalf.

Specific conditions (continued)

b) Access to information

The **claims administrator** is entitled to receive from the **appointed representative** any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request, **you** will give to the **appointed representative** any instructions necessary to secure the required access.

c) Disclosure and co-operation

You must give the **appointed representative** all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in **your** possession. **You** must search for, provide, obtain sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the **appointed representative** and attend all meetings or conferences as requested. Cover may be withdrawn if **you** fail to co-operate at all or within a reasonable time with the **appointed representative's** request.

d) Payment of legal expenses or professional expenses

All invoices relating to a claim that **you** receive from the **appointed representative** should be forwarded to the **claims administrator** immediately. If the **claims administrator** so requires, **you** must ask the **appointed representative** to submit their bill of costs for assessment by the appropriate court, tribunal or Law Society.

You must be responsible for the payment of **legal expenses** and/or **professional expenses** invoices. **We** will, however, settle these direct with the **appointed representative** if requested to do so by **you**. All invoices must be certified by the **claims administrator** to the effect that all charges have been properly incurred and this will be deemed authority for **us** to settle the invoice directly with the **appointed representative**.

Only invoices in respect of **legal expenses** and/or **professional expenses** incurred with the consent of the **claims administrator** and in the amount agreed with the **claims administrator** shall be paid.

e) Instruction of counsel and experts

Where the **appointed representative** wishes to obtain the opinion of or instruct counsel or experts, it must provide its reasons and seek and receive the prior written consent of the **claims administrator**.

5 Settlement

It is a condition precedent to **our** liability under this insurance that **you** inform the **claims administrator** in writing as soon as **you** receive a Part 36 offer, a payment into court, an offer to settle a claim or legal proceedings or an invitation to participate in a mediation or other form of dispute resolution. **You** must not agree to settle any claim without the prior written consent of the **claims administrator** which will not be unreasonably withheld or delayed. If **you** reject any offer to settle a claim by way of Part 36 offer or payment into court or otherwise which the **claims administrator** considers reasonable and recommends acceptance of, then no further indemnity will be provided by **us** from the date of rejection by **you**.

6 Recovery of Costs

Whenever **you** are awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to **us**. In every claim **you** and the **Appointed Representative** shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, **you** agree that the **appointed representative's** appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to **us**.

7 Dishonest and fraudulent claims

If **you** make any claim under this insurance (or have made a claim under any other or previous insurance) which **you** know or ought to know to be false or fraudulent in any way, this insurance shall be cancelled ab-initio and all **your** rights under this insurance including the premium shall be forfeited. **We** shall be entitled to recover any **legal expenses** and or **professional expenses** and or **awards of compensation** and or **compensation awards** previously paid.

8 Appeals

If, following legal proceedings to which the **claims administrator** had given written consent, **you** wish to appeal against the judgement or decision of the court or tribunal in those legal proceedings, the draft grounds of that appeal must be submitted to the **claims administrator** for its prior written consent to incur **legal expenses** and/or **professional expenses** in that appeal.

If, following legal proceedings to which the **claims administrator** has given written consent, an appeal is lodged against the judgement or decision of the court or tribunal in those legal proceedings made in favour of **you**, the **claims administrator** must be informed immediately and its written consent obtained for cover to continue. Where **we** wish to pursue or resist an appeal against the judgement or decision of the court or tribunal, **you** must co-operate with the **appointed representative**.

9 Insolvency or liquidation

If **you** become insolvent or are placed in liquidation during the course of any claim or legal proceedings any consent previously given shall automatically be withdrawn unless expressly agreed in writing to the contrary by the **claims administrator**. **You** shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

10 Value Added Tax

If **you** are registered for VAT, **we** will not be liable to indemnify **you** for the VAT element of any **legal expenses** or **professional expenses** invoices.

11 Interpretation

In this Policy:

- a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this insurance;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this insurance.

12 Notifications

Any claim notification under this insurance must be made to the **claims administrator**.

Other notices under this insurance shall be deemed to be given to:

- a) Anglo Pacific Consultants (London) Ltd if sent in writing by first class post to the following address:
Anglo Pacific Consultants (London) Ltd
4-7 Granary Court
9-19 High Road
Chadwell Heath
Essex, RM6 6PY
- b) **Us** if sent in writing by first class post to the following address:
Legal Expenses Insurance Division
Brit Insurance Limited
55 Bishopsgate
London, EC2N 3AS
- c) To **you** if sent in writing by first class post to the address as last declared to **us** or in relation to any matters arising out of any claim or legal proceedings if sent to the **appointed representative**.

Notices shall be deemed to be given if sent by first class post at the expiration of 48 hours from dispatch.

Specific conditions (continued)

13 Limit of indemnity

Our total liability under this insurance will not exceed the amounts specified in the schedule for (i) and (ii) below:

- (i) **Any one claim**
- (ii) In the aggregate for all claims notified to the **claims administrator** during the **period of insurance**.

14 Increased excess

The **increased excess** for each insuring clause is as follows:

Insuring clause	Increased excess
1 – Contract disputes	£1,000
2 – Health and safety	£1,000
3 – Employment disputes	£nil
4 – Criminal prosecution	£1,000
5 – Property disputes	£1,000
6 – Data protection	£1,000
7 – Tax protection	£nil
8 – Statutory licence`	£1,000
9 – Personal injury	£1,000

15 Handling of Employment disputes and Tax protection claims

All claims arising under Insuring clauses 3 and 7 must be handled by an **appointed representative** chosen by **our claims administrator**.

General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability (unless section four is covered);
- **legal expenses** (unless section four is covered); or
- death or injury to any person;

caused by, contributed to, or arising from, the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from the fixed domestic water or heating systems, however this depends on conditions of this document.

- 5 Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 6 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, infestation, mould, moth, any gradually-operating cause, mechanical or electrical faults or breakdown.
- 7 Indirect loss of any kind.
- 8 This insurance does not cover loss, damage or destruction to any **Buildings** in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:
 - a) civil Commotion
 - b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

"Unlawful Association" means any organisation, which is engaged in Terrorism and includes an organisation, which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any loss, destruction or damage is not covered by this insurance the burden of proving that such loss, destruction or damage is covered shall be upon **you**.

This overriding exclusion applies to this Insurance and to any extensions thereof, unless such extension cancels this overriding exclusion.

General exclusions (continued)

The following exclusion applies to Section one (Buildings) and Section two (Contents) only if Terrorism Extension has not been purchased.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

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

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to minimise the costs of these proceedings.

2 Telling us about a change

You must tell **us** as soon as possible about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** about the following.

- a) Before **you** convert or extend the **buildings**.
- b) If **you** buy new furniture as the sum insured may need to be increased. Please read how **we** settle claims under Section two (Contents).
- c) If **you** change **your** address.
- d) If the **buildings** are **unfurnished** or **unoccupied** for any reason other than waiting for a tenant to move in.
- e) If the type of tenant occupying the **buildings** changes.

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

3 Claims

When a claim or possible claim occurs, **you** must tell **us** in writing as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if a loss is caused by riot, malicious acts, theft or any attempted theft.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

6 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

7 Cancellation

You may cancel this insurance by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim).

We may cancel the insurance by sending **you** 7 days notice to **your** last known address. **We** will refund the part of **your** premium, which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

8 Misrepresentation

This insurance shall be void in the event of misrepresentation, misdescription or non-disclosure in any material particular.

9 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

10 More than one property

All **buildings** covered by this insurance will be insured as though a separate document had been sent to each.

11 Paying by instalments

If **you** have agreed to pay **your** premium by instalments, the following will apply.

- If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 7 days, **we** will cancel the remaining cover under this insurance and notify **you** in writing as shown in General Condition 7.
- If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.
- If **we** owe **you** any return of premium, the amount **we** owe may be taken off the instalments due for the year. If **you** have already paid all **your** instalments, **we** will pay any return premium to **you**.

12 Non-invalidation Clause

This insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the **buildings** without **your** knowledge provided that **you** notify **us** immediately on becoming aware and pay any additional premium that may be required from the date of such change.

General clauses and warranties

The following clauses and warranties apply to the whole of your insurance.

You must comply with all of these clauses and warranties. If you do not, your insurance may not be valid or may not cover you fully.

1 Unoccupancy clause

If any part or parts of the **buildings** become **unoccupied** during the **period of insurance** or are **unoccupied** at the start of this insurance, the following will apply to the **Unoccupied** part or parts:

You or an authorised person must inspect the **unoccupied** part or parts of the **buildings** at least every 14 days to make sure that:

- a) the water, gas and electricity supplies are turned off at the main and the water system drained, except where required to be maintained for central heating. If the central heating system is left in operation, it must be set for a minimum continual temperature of 13°C;
- b) all outside doors and windows are securely locked, any broken windows boarded up and all security and alarm systems are operational; and
- c) the **buildings** and all yards and areas surrounding the **buildings** are free from any fuel and waste materials.

You must keep a record of all inspections and we must be able to inspect your records at any time.

If the **buildings** are broken into or vandalized you must immediately:

- a) make the property safe and secure; and
- b) notify us immediately.

2 Flat roof clause

You must have had the flat roof inspected and repaired where necessary no earlier than 24 months prior to inception. Any future inspection, repair, renovation and replacement where necessary must take place at no greater than 5 year intervals with full records of inspections and works undertaken retained for our inspection.

3 Electrical circuit warranty

It is warranted that:

- a) the electrical system at the **buildings** must have been inspected and tested by a member of the National Inspection Council for Electrical Installation Contracting (NICEIC) in accordance with IEE Regulations for electrical installations and an inspection certificate must have been issued following such inspection;
- b) any work specified on such certificate to ensure the electrical installation meets the IEE Regulations must have been carried out within 28 days of the inspection;
- c) the electrical installation must have been further inspected and tested within the timescales recommended on the completion and inspection certificate.
- d) You must keep records of all certificates, checks and works that have been carried out and we must be able to inspect these records.

4 Survey clause (applicable if a survey is required as indicated on the Schedule)

Cover is strictly subject to receipt by us of a satisfactory survey carried out by an authorised surveyor.

We reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

You must implement the survey requirement(s) or as otherwise agreed by us within a period to be agreed by us and advised to you.

If you fail to implement the requirement(s) within the period agreed by us then all coverage shall terminate at the end of said period.

5 Composite panel warranty

Provided it has been accepted by **us** that the **buildings** are constructed of composite panels, it is warranted that **you** or the **occupant** must ensure the following applies in respect of any **buildings** containing composite panels:

- a) Suitable fire extinguisher appliances must be supplied in all cooking areas.
- b) Ducting, conduit wiring and hot flues must be adequately protected within fire resistant sleeves where passing through composite panels.
- c) Weekly inspections must be undertaken by **you** to check for damage to composite panels or joint panels. Any defects found must be rectified without delay or replaced by a panel with a non-combustible core within 7 days.
- d) No repairs must be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources.
- e) All heat sources must be kept at least 2 metres from any composite panelling or such panelling must be of a noncombustible core.
- f) No external storage of combustible stock, packaging, pallets, waste or waste skips or bins must be within 10 metres of the **buildings**.
- g) Any work involving the application of heat must only be carried out by a qualified Contractor and **you** must ensure the Contractor has adequate Public Liability Insurance in force and **you** must confirm this through sight of a certificate of insurance. Subrogation rights against such Contractor shall not be waived by **you**. The following warranties apply:
 - i) The area in which work is to be carried out must be adequately cleared and combustible materials must be removed to a distance not less than 6 metres from the area of proposed work.
 - ii) If work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed.
 - iii) Suitable fire extinguisher with a capacity of not less than 9 litres must be kept available for immediate use.
 - iv) Blow lamps and blow torches must be lit in as short a time as possible before use and extinguished immediately after use.
 - v) Lighted blow lamps and torches must not be left unattended.
 - vi) Half an hour after each period of work a thorough examination must be made of and in the area in which works have been undertaken.
 - vii) If work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens.

6 Deep fat frying warranty

If any **Deep fat frying** is undertaken within the **buildings**, it is warranted that:

- a) A thermostat is fitted to any frying range where the operating temperature does not exceed 205°C or the suppliers recommended temperature.
- b) A high temperature limit control of a non-self resetting type is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230°C.
- c) The extraction system must vent directly to the outside of the premises.
- d) None of the range or associated equipment including ducting and hoods must be within 150mm of any combustible materials.
- e) All grease traps, filters and other removable devices must be cleaned every week and a written record kept thereof.
- f) The grease extract ducting must be cleaned every 6 months and a written record kept thereof.
- g) The entire range and associated equipment must be serviced by the manufacturer/installer or an independent qualified contractor every 12 months.
- h) The frying range must be attended at all times whilst the range is turned on.
- i) All waste/scrap must be kept in metal bins and removed at least once a week from the premises.
- j) One of the following types of fire extinguisher must be installed in the vicinity of the range together with an approved fire blanket:-
 - i) 2 gallons foam type
 - ii) 10lb dry powder
 - iii) 2 x 101b carbon dioxide
 - iv) 71bs BCF or BTH