

General Definitions

Buildings

The definition of Buildings is amended:

h) is restated to read: Landlords' Contents not otherwise insured for an amount not exceeding the limit stated in the Schedule, including fitted carpets in the buildings, or part thereof, let for domestic purposes and for which the insured are responsible.

i) is added: garden machinery, garden landscaping and paving, garden furniture, trees and plants but only in respect of the extent of the insured's responsibility.

Section B1 & B2 of Section B1

Extension 6: Notifiable Diseases, Murder, Suicide or Rape is amended to read

Notifiable Diseases, Murder and Suicide or Rape (Radius)

a) i) Any occurrence of a Notifiable Disease as defined below at the Premises or attributable to food or drink supplied from the Premises

ii) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease

iii) any occurrence of a Notifiable Disease as defined below within a radius of 10 miles of the Premises

b) the discovery of vermin or pests at the Premises

c) any accident causing defects in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent local authority

d) any occurrence of murder or suicide or rape at the Premises.

Provided always that for the purposes of this Extension:

1 'Indemnity Period' shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning with the date from which the restrictions on the Premises are applied or in the case of d) above the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

2. 'Premises' will mean only those locations stated in the premises definition. In the event that this Policy includes an extension which deems loss, destruction or damage at other locations to be an Incident such extension will not apply to this Extension.

3. 'Notifiable Disease' will mean illness sustained by any person resulting from:

a) food or drink poisoning

b) On of the following specifies human infectious or human contagious diseases

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Acute encephalitis, Acute poliomyelitis, Bubonic Plague, Anthrax, Cholera, Diphtheria, Dysentery, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal Infection, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Viral haemorrhagic, Whooping cough, Yellow fever

4. The Insurers shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

5. The Insurers shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.

6. The Insurers liability will not exceed the amount stated in the Schedule anyone occurrence and in allin any one Period of Insurance.

7. Maximum Indemnity Period will mean 12 months.

Optional Extension 8 (Prevention of Access) is Operative.

Optional Extension 9 (Public Utilities) is Operative and amended to read:

9 Public Utilities – Electricity, Gas, Water and Telecommunications- including Supply Lines

The cover provided by the Public Utilities Extension on the policy is extended to include loss as insured by this Section due to failure of the public supply of:

electricity at the terminal ends of the supply undertaking's service feeders at the Premises

- (a) gas at the supply undertaking's meters at the Premises
- (b) water at the supply undertaking's main stop cock serving the Premises
- (c) telecommunications services (other than satellite services) at the incoming line terminals or receivers at the Premises

as a direct result of DAMAGE to cables or pipes conveying the said services to the Premises but excluding any failure which does not involve a cessation of supply for at least 12 consecutive hours.

For the purpose of this Extension

- (a) the limit is 100% of the stated Schedule of the Rent Receivable
- (b) the Maximum Indemnity Period is 36 months

The Insurers' liability under this extension will not exceed the percentage stated in the Schedule of the Rent Receivable or £10,000,000 whichever is the lesser

Covers applicable to Sections A, B1 and B2

The following Covers are amended:

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Theft

In respect of the Theft Cover (2) the exclusion 1) is deleted.

Storm and Flood

In respect of the Storm and Flood Cover exclusion c) is restated as follows:

c) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates but excluding Damage to fences, gates and hedges caused by falling trees or where there has been Damage caused by the same event to the Buildings

Subsidence

In respect of Subsidence Cover (15) the exclusion a) iii) is deleted.

G21 Personal Possessions is restated

The Insurers will pay for loss, destruction or damage caused by an operative Cover to the personal possessions, other than motor vehicles, of the Insured's directors, partners, employee's, customers or visitors.

Provided always that:

- a) they are not otherwise insured
- b) the Insurers will not pay for more than the amount stated in the Schedule any one occurrence

G25 Replacement of Keys and Resetting of Digital Locks is restated

The Replacement of Keys and Resetting of Digital Locks Clause is cancelled and restated as follows

The Insurers will pay to the Insured costs and expenses necessarily and reasonably incurred for the replacement of locks or resetting of digital locks following the loss of keys to the Premises:

- a) from the Premises or Registered Office or from the home of the Insured or an authorised representative of the Insured
- b) following hold-up whilst such keys are in the personal custody of the Insured or any principal partner director Employee or tenant authorised to hold such keys where reasonable evidence that the keys have been duplicated by an unauthorised person
- c) following the failure or refusal of a tenant to return keys to the Premises to the Insured following the cessation of their tenancy agreement or their eviction from the Premises

The Insurers' liability will not exceed the amount stated in the Schedule for any one occurrence.

G45 Frustrated Legal Costs added

The Insurers will pay reasonable legal costs and expenses incurred in respect of the prospective sale of any Premises covered under this Policy where such a sale is aborted solely as a

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consequence of DAMAGE.

The Insurers' liability will not exceed the amounts stated in the Schedule any one occurrence.

G46 Further Investigation Expenses added

Where a Building has suffered DAMAGE and in the opinion of a competent construction professional there is a reasonable possibility of other DAMAGE to portions of the same Building which is not immediately apparent the Insurers will pay the reasonable costs incurred by the Insured with the Insurers prior consent in establishing whether or not such DAMAGE has occurred.

The Insurers will additionally pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity have suffered DAMAGE in the same incident but only if such Buildings are subsequently found to have suffered DAMAGE from any of the Covers insured under the policy.

The Insurers' liability will not exceed the amounts stated in the Schedule any one occurrence

G47 Managing Agents Fees added

The Insurers will pay reasonable managing agents fees necessarily and reasonably incurred with the prior consent of the Insurer in respect of management and services rendered in relation to a valid claim under this policy arising out of DAMAGE to the insured property.

The Insurers' liability will not exceed the amounts stated in the Schedule for anyone period of insurance.

G48 Removal of Nests

Section A includes the cost of removing wasps or bees' nests and vermin the Buildings

Provided always that the Insurers:

- a) will not be liable for more than the amount stated in the Schedule any one claim
- b) will not be liable for the cost of removing nests or infestations already in the Buildings before the inception of this insurance.

G49 Claims Preparation Fees added

This Policy covers the reasonable and proportionate fees paid by the Insured to appropriately qualified professionals to assist the Insured to prepare, certify and verify the data, documentation and other evidence which the Insurer requires from the Insured in respect of a claim for which the Insurer has accepted liability where such liability is expected to exceed £250,000. This cover is subject to the following limits and conditions:

(i) the Insurer's liability shall not exceed 10% of the total cost of the claim or £50,000 whichever is the lesser in respect of any one loss and £100,000 in total in any one period of insurance;

(ii) the Insured shall provide the Insurer with the identity and the charge out rates of the qualified professional the Insured intends to instruct and shall obtain the Insurer's consent before instructing the professional in question. The Insurer shall not unreasonably withhold such consent;

(iii) the Insurer shall not be liable for the fees paid to public adjusters, independent adjusters, lawyers or any internal divisions of the Insured, its subsidiaries or associated entities;

(iv) the Insurer shall not be liable for the fees paid by the Insured to any entity to provide coverage advice or to advise or engage in negotiations relating to the claim or its quantum; and

(v) the Insurer shall not be liable for value added tax (VAT) which the Insured is entitled to recover from HM Revenue & Customs (HMRC).

Nothing in this clause shall be read as the Insurer endorsing the services of the qualified professional which the Insured has selected to assist it.

Standard Clauses

The following Clauses are amended as follows:

C5 Privity of Contract

Special Condition (c) is deleted.

C7 Value Added Tax

Proviso a) iv) is deleted.

C10 Failure of Third Party Insurances

Special Condition 2 is deleted.

C11 Inadvertent Omission to Insure

Proviso (d) is deleted.

L7 Joint Insured added

Insofar as is necessary to comply with the terms of any contractual agreement the contracting parties and others named therein will be indemnified as Joint Insured by the Insurers as if they were the Insured

Residential Building Clauses

R1 Alternative Accommodation & Loss of Rent is restated

In the event of any DAMAGE as insured hereby resulting in a Residential Building or residential portion of a Commercial Building insured being uninhabitable or access being prevented to such property Section A includes for each dwelling either:

a) Rent Receivable as defined in Section B1

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- b) The reasonable additional cost of comparable accommodation incurred by the lessee or owner for any residents including pets which normally live in the Building
- c) a cash allowance not exceeding 25% of the amount payable under b) above

until such time as the Building is either fully occupied or if not upto a maximum period of 36 months from the date of DAMAGE, whichever shall occur first.

Provided always that the Insurers' liability in respect of the total payments for all dwellings within the Premises will not exceed the percentage stated in the Schedule of the sum insured applicable to the Residential Building or residential portion of the Commercial Building concerned during any one Period of Insurance.

R2 Removal of Nests is deleted.

R3 Illegal Cultivation of Drugs is restated

In the event of any DAMAGE or CONSEQUENTIAL LOSS as insured hereby resulting from the illegal cultivation of drugs in a Residential Building or a residential portion of a Commercial Building by a tenant, lessee or licensee of the Insured it is a condition precedent to any Liability of the Insurers to make payment under this Policy that the Insured have:

- a) obtained written references for the tenant prior to the letting proceeding
- b) recorded details of the tenant's bank account details and verified same by collecting at least one payment via such means.

R4 Persons Lawfully on the Premises is restated

Residential Buildings Clause R4 is hereby cancelled and restated as follows:

In respect of Residential Premises or residential portions of a Commercial Premises the Insurers will not be liable for the first £250 of each and every loss arising from Riot and Malicious Persons caused or perpetrated by persons lawfully on the Premises

In respect of DAMAGE or CONSEQUENTIAL LOSS arising from Riot and Malicious Persons caused or perpetrated by persons lawfully on the Premises it is a condition precedent to any liability of the Insurers to make payment under the Policy that the Insured obtained written references for the tenant prior to the letting proceeding.

Inner Limit for Public Liability Asbestos Cover

General Exclusion 1 applicable to Section C is cancelled and restated as follows:

1 Asbestos

any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives other than for an amount not exceeding £5,000,000 during any one Period of Insurance.

Conditions applicable to Section A, B1 and B2

The conditions applicable to 3 (Unoccupied Buildings) including 3A (Commercial), 3B (Residential Key Customer Over-arching endorsement 01122015

Buildings in respect of Buildings with less than 6 dwellings) and 3C (Residential Buildings in respect of Buildings with 6 or more dwellings) are deleted and replaced as follows:

Unoccupied Buildings

In respect of any Building that has wholly been unoccupied for more than 45 consecutive days

- i) the Excess applicable in respect of DAMAGE caused by Malicious Persons, Storm, Flood, Escape of Water or Fuel Oil, Sprinkler Leakage or Theft if insured will be £500 or the Excess stated in the Schedule whichever is the higher
- ii) it is a condition precedent to any liability of the Insurers to make payment under this Policy for DAMAGE occurring 14 days or more from the date the Insured became aware of the unoccupancy that at the happening of DAMAGE:
 - i) the Insured has previously notified the Insurers of the unoccupancy
 - ii) all gas and electrical services except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and
 - iii) the water system is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and
 - iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and
 - v) the letter box and other unprotected apertures have been permanently sealed; and
 - vi) all combustible contents and waste from within the building and yard areas belonging to it have been removed; and
 - vii) the building has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems
 - viii) the Unoccupied building is subject to a programme of comprehensive internal and external inspections by an authorised representative of the Insured to ensure continuing compliance with the other terms of this condition. Inspections to commence within the initial 14 days following the Insured becoming aware of the property is Unoccupied and to continue at intervals not exceeding 45 days thereafter, inspection results are to be recorded and retained at a separate location during the period of unoccupancy; and
 - ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and
 - x) that the Insured has notified the Insurers within 7 days in the event of damage or unauthorised entry becoming evident or known to the Insured or their authorised representative,