

**PROTECTOR**  
Insurance

**Protector Insurance  
Leasehold Buildings Policy**

**Thank you for choosing Protector Insurance for your leasehold property policy. We work in partnership with your insurance broker, building unique relationships, to ensure that You receive product and service excellence.**

**Policy information for the Policyholder.**

The Policy is a legal contract between **you** and **us**. Please read it carefully to ensure that it is in accordance with **your** requirements and that **you** understand its limits, terms conditions and exclusions.

This policy wording, together with **your** policy **schedule**, endorsements and Certificate are all part of **Your** policy and should be read together to avoid any confusion. Any word or expression which has a specific meaning will have the same meaning whenever it appears in **your** policy, and will be defined in the General Definitions section of the wording.

This Policy has been prepared in accordance with the information provided by **you**. In its preparation, the Insurer has relied upon the information provided by **you** as constituting a fair presentation of the risk to be insured. It is **your** responsibility to undertake a reasonable search for material circumstances and to ensure all such material circumstances are disclosed before the policy is incepted. **You** should ensure that the information provided is substantially correct, and true and accurate to the best of **your** knowledge and belief. **Your** insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

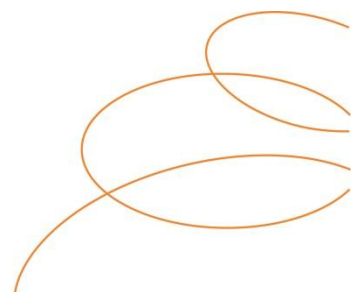
Protector will indemnify **you** in accordance with the terms of this policy, in consideration of the payment to **us** of the premium for the **Period of Insurance**.

Signed, on behalf of Protector Insurance



Henrik Høye, Chief Executive Officer

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## General Definitions

The following words (highlighted in bold) will be taken to have the same meaning whenever they appear in the Policy, unless an alternative definition is specified.

### A

#### Accidental Damage

means Damage caused suddenly and unexpectedly by an outside force

### B

#### Building(s)

means the **Building(s)** being occupied as dwellings used for residential purposes (including home office use) all owned by the Insured or for which they are responsible or for which they have agreed to arrange insurance other than property more specifically more insured including landlord's fixtures and fittings including in communal areas, telephone, gas, water, electric and telecommunications installations and other instruments, meters, piping, cabling, security and associated equipment in or on the said **Building(s)**, including communal areas, annexes and outbuildings, extensions, conservatories, walls, gates and fences, foundations, paths, driveways, patios, swimming pools, car parks, garages, yards, roadways and similar surfaces for which the Insured is legally or contractually responsible but excluding property more specifically insured, manuscripts, business books or computer systems records.

### E

#### Excess

means the amount **you** will have to pay towards each separate claim.

### F

#### Family

means **you your** spouse/partner and any other relatives or any other person who is not a paying guest, all permanently living within **your home**.

### Fees

means architects', surveyors', and legal fees, the cost to demolish, shore or prop up, remove debris and local authority costs which **you** have to pay to repair or replace the **Building(s)**

### Fixtures and Fittings

means built in furniture, including ovens and hobs, fixed glass and sanitaryware, wall, floor or ceiling coverings (excluding carpets) which are permanently fixed.

### H

#### Home

means the dwelling, domestic outbuildings (including garages), at the address shown on **your Schedule**.

### I

#### Indemnity

means placing **you** in the same financial position after the loss as **you** were immediately prior to the loss.

### L

#### Leaseholder

means the person named on the Lease relating to the insured **Building**.

### P

#### Period of Insurance

means the period as stated in the **Schedule**.

### S

#### Schedule

means the **Schedule** of Insurance attaching to and forming part of this Policy, approved by **us** and compiled/maintained by the Local Authority or other intermediary who deals with **your** insurance.

#### Sum Insured

means the **Sum Insured** as stated in the **Schedule**.

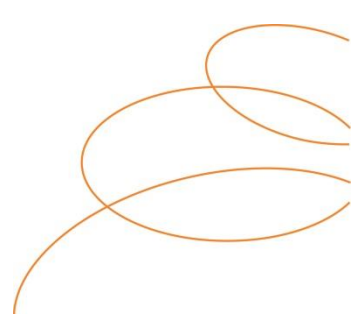
### T

#### 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.

### U

#### United Kingdom



means England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands.

**Unoccupied**

means not permanently lived in by **you** or any person authorised by **you**

**Us**

means Protector Insurance

**W**

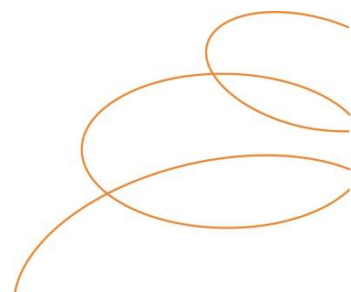
**We/Us/Our**

means Protector Insurance

**Y**

**You/Your/Insured**

means the policyholder named on the **Schedule**.



## General Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections:

This Policy does not cover

### Asbestos

1. **We** shall not indemnify the **you** under this Policy, in respect of

Bodily Injury or physical loss of or physical damage to property arising in whole or in part either directly or indirectly out of asbestos whether or not the asbestos is

- i. airborne as a fibre or carried or transmitted on clothing or by any other means
- ii. contained in or forms part of any building material or insulative material

### 2. Pollution or Contamination

any loss, damage or Bodily Injury directly or indirectly caused by Pollution or Contamination arising from Pollution or Contamination unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at **your home**.

For the purposes of this exclusion Pollution or Contamination is defined as:

- i. Pollution or contamination of **Buildings** or structures, or of water, land or the atmosphere caused by the discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant and

### 3. Radioactive Contamination,

Loss, damage or liability which involves:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

### 4. Sonic Boom

loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 5. Terrorism

- a. Loss, damage, injury, 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 such Act of **Terrorism**

- b. Loss, damage, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any other way related to any Act of **Terrorism**

- c. Any loss whatsoever or any expenditure resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- iii. chemical and/or biological and/or radiological irritants, contaminants or pollutants.

- d. Loss, damage, injury, cost or expense directly or indirectly arising out of:

- i. any business interruption losses resulting from customers or suppliers extensions or denial of access due to any Act of **Terrorism**;
- ii. loss, damage, injury, cost or expense directly or indirectly arising out of any service interruption due to any Act of **Terrorism**.

If the **Insurer** allege that by reason of this Exclusion any loss, damage, injury, cost or expense is not covered by this Insurance, the burden of proving to the contrary shall be upon the **Insured**.

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

any other cause or event contributing concurrently or in any other sequence to such Act of **Terrorism**

### 6. War

Any consequence whatsoever which is the direct or indirect result of the following, whether or not such consequence has been contributed to by any other cause or event:

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### **7. Existing damage**

anything which occurred before the cover under this policy started

#### **8. Deliberate or Criminal acts**

any loss or damage:

- a. deliberately caused by; or
- b. arising from a criminal act caused by;

**you** or any other person living with **you**

#### **9. Matching Sets, suites and carpets**

**We** will not pay for undamaged items forming part of a set, suite, carpet or other items of a common nature, colour, design or use.

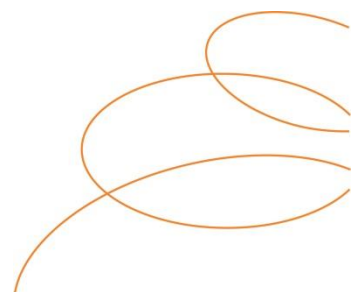
#### **10. Gradual Deterioration/Maintenance**

Any loss or damage caused by wear and tear, depreciation, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **your Buildings**.

#### **11. Cyber**

Loss or damage caused by computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

For the purposes of this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer.



## Section 1 – Property Damage

### WHAT IS COVERED

This Section covers **Your Buildings** as shown on **Your Schedule**.

Damage Caused by the Following Causes

1. Fire, Explosion, lightning, earthquake or smoke

2. Storm or Flood

3. Riot, civil unrest, strikes, or labour or political disturbances, malicious persons or vandal

4. Malicious persons or vandals

5. Impact by:

i. Aircraft or other aerial devices or articles dropped therefrom.

ii. Vehicles or Animals

6. Escape of Water

i. Water escaping from water tanks, pipes, equipment or fixed heating systems

ii. Water freezing in tanks, equipment or pipes.

### WHAT IS NOT COVERED

The excess stated in **your Schedule**

Loss or Damage by smoke that happens Gradually

Loss or Damage caused by:

frost,

storm damage to fences gates and hedges unless the **Buildings** are damaged by the same cause and at the same time.

Costs or expenses incurred in removing trees from the site unless the **Buildings** have been damaged by such trees and branches and damage has resulted from an insured cause.

Loss or damage:

Caused by trespassers who have not gained entry to the **Buildings** by forcible and violent means.

Arising after the home has been unoccupied for more than 30 days

Loss or damage caused:

Arising after the **home** has been unoccupied for more than 30 days

by faulty workmanship

**WHAT IS COVERED**

7. Heating fuel leaking from a fixed heating system.

8. Theft or attempted theft.

9. Falling radio or television receiving aerials (including satellite dishes), solar panels, wind turbines and security equipment, their fittings and masts

10. Falling trees or branches, telegraph poles, pylons or lamp posts

11. Subsidence or heave of the land on which the **Buildings** stand, or landslip

12. **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from the **Buildings**

**WHAT IS NOT COVERED**

Damage to the appliance or system which the water escapes from.

Loss or damage caused:

Arising after the **home** has been unoccupied for more than 30 days

Damage to the appliance or system which the oil escapes from

Loss or damage caused:

Arising after the **home** has been unoccupied for more than 30 days

whilst the **Buildings** are lent, let or sub-let unless entry to and from the **Buildings** has been gained by forcible and violent means.

Loss or damage arising from erection, dismantling repair or maintenance

Loss or damage arising:

from felling, lopping or topping of trees or removing the part of the tree still below ground.

Damage to any part of the **Buildings** except the **home** unless **we** accept (or **we** have already accepted) a claim for Subsidence, heave or landslip,

Damage if **you** knew when this policy started that any part of the **Buildings** had already been damaged by subsidence, heave or landslip,

Damage caused by riverbank or coastal erosion,

Damage due to normal shrinkage or settlement,

Damage caused by faulty or unsuitable materials, design or poor workmanship.

Loss or damage arising from cleaning, repairing, restoration, electrical or mechanical breakdown, or anything occurring gradually.

**WHAT IS COVERED**

- 13.** Accidental Breakage of glass in doors or windows, or ceramic hobs, sanitary ware and solar heating panels fixed to and forming part of the **Buildings**

**WHAT IS NOT COVERED**

Loss or damage arising from cleaning, repairing, restoration, electrical or mechanical breakdown, or anything occurring gradually.

Loss or damage caused by scratching or denting.

Loss or damage after the **home** has been unoccupied for more than 30 days.

**SECTION 1 - EXTENSIONS**
**WHAT IS COVERED**

- 14.** Alternative accommodation costs, rent or maintenance charges.

If the **Buildings** cannot be lived in due to loss or damage to **Buildings** by causes 1-15 **we** will pay **you** up to 33% of the sum insured on the **Buildings** Damaged or Destroyed for any one claim for:

- a.** the reasonable cost of Alternative Accommodation for **you, your family** and **your** domestic pets. Provided that
- b.** The rent or maintenance charges **you** would have received had the loss not occurred.
- c.** The reasonable costs for temporary storage of furniture

- 15.** Loss of Metered Water and Oil

- a.** Loss of metered water in the **Buildings** following damage by causes 1-8
- b.** Cost of oil from the domestic heating installation following damage to any part of the domestic heating installation by causes 1-8

- 16.** Trace and Access

In the event of damage caused by causes 6 ii and 12 **We** shall pay the reasonable costs and expenses incurred by **you** in locating the source of the damage and subsequently repairing the damage.

**WHAT IS NOT COVERED**

Any costs the tenant should pay once the **Buildings** can be occupied again.

Any costs **you** agree to pay without **our** written consent

Any one claim in excess of £1,000

Any one claim in excess of £5,000

**WHAT IS COVERED**
**17. Locks and Keys**

If **your** keys are lost or stolen **we** will pay for the cost of replacing keys, locks or lock mechanisms to the external doors and windows of **your home**.

**18. Unauthorised use of metered electricity, gas or water**
**19. Emergency Access**

Damage caused by Emergency Services in gaining access to the **Buildings** as result of an emergency or perceived emergency involving **you** or **your family**

**20. Legal fees following illegal occupation by Squatters**

**We** will pay legal fees up to £10,000 incurred by **you** with **our** consent which are necessary to repossess the **Buildings** following illegal occupation by squatters.

**21. Drains**

**We** will pay costs up to £1,000 necessarily incurred **you** with our consent in clearing, cleaning and/or clearing drains, gutters, and sewers for which **you** are legally responsible in consequence of Damage insured by this policy.

**22. Additional Expenses**

**We** will pay the additional expenses incurred by **you** in reinstating the **Buildings** as a result of damage by an insured cause, in clearing debris from the **Buildings**; architects, surveyors, consulting engineers, and legal fees; the cost to comply with government or local authority requirements but not if the requirement predates the loss or damage.

**WHAT IS NOT COVERED**

Any one claim in excess of £1,000

Damage under this extension to garages or outbuildings.

Any one claim in excess of £1,000

Loss or damage caused by the deliberate act of the utility company.

Loss or damage arising after the **home** has been unoccupied for more than 30 days.

Any one claim in excess of £1,000

Any one claim in excess of £10,000

Any one claim in excess of £1,000

Expenses incurred in preparing the claim.

## WHAT IS COVERED

### 24. Protecting the buyer's interest

If **you** are selling **your Buildings**, **we** will pay the buyer for damage occurring after **You** have agreed to sell them but before the sale has gone through. Cover under this extension will only apply in the event of loss or damage to **Buildings** by causes 1-11.

### 25. Temporary Removal of Contents

In the event of damage to **Buildings** by causes 1-13 **we** will pay the necessary and reasonable cost of removal and storage of contents whilst repairs to **Buildings** are completed.

## SECTION 1 – OPTIONAL COVER

Only applicable if stated in the Schedule and the additional premium has been paid

## WHAT IS COVERED

### 26. Accidental Damage

## WHAT IS NOT COVERED

Damage insured under another policy including the buyers policy.

Any loss or damage occurring outside the **Period of Insurance**

Any costs in excess £2,500

Similar costs insured under any other policy.

## WHAT IS NOT COVERED

Loss or Damage or any proportion thereof specifically excluded under Section One thereof.

Settlement, shrinkage, collapse or cracking.

Loss or damage whilst the **Buildings** are lent, sublet in whole or parts thereof.

Loss or damage to any part of the **Buildings** as a result of work being carried and occurring in the course of such work.

Damage to driveways, patios, terrace, swimming pools, tennis courts, walls, gates and fences.

Loss or damage caused by wear and tear, gradual deterioration, mould, dry or wet rot or fungus, vermin, rust or corrosion, frost, change in temperature or humidity.

Loss or damage caused by mechanical or electrical breakdown

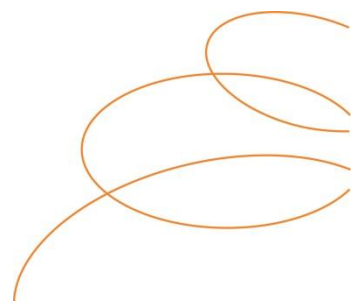
Loss or damage caused by or due to defective materials, faulty workmanship, specification or design, inherent vice or latent defect.

Loss or damage due to chewing, scratching, tearing or fouling by domestic pets.

Loss or damage as a result of misuse of cleaning agents.

**WHAT IS NOT COVERED**

Loss or damage arising after the **home** has been unoccupied for more than 30 days.



## Section 2 – Property Owners Liability

### WHAT IS COVERED

This Section covers **Your** legal liability as owners of the **Buildings**

- a. **Your** legal liability to pay damages and/or costs occurring during the **Period of Insurance** and arising from occupation of the home, for:
  - i. accidental death, bodily injury, to anyone other than **you, your family** or household or to anyone engaged in **your** service;
  - ii. **accidental damage** to property not belonging to **you, your family** or anyone engaged in **your** service;

### WHAT IS NOT COVERED

Legal Liability to pay compensation or costs arising from:

Accidental death, disease, illness or injury as a result of the transmission of any contagious disease or virus

Damage to property belonging to or held in trust by **you, your family** or anyone in **your** service

Accidental death, disease, illness or injury arising out of any business, trade, profession or employment.

liability assumed under contract which would not otherwise have attached.

**You** living in or occupying land or **Buildings** other than the **home** itself.

any claim or legal proceeding brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Liability, if **you** are entitled to **indemnity** under any other insurance arrangement.

Loss, injury or damage arising out of owning, possessing or using motorised vehicles.

punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts.

**WHAT IS COVERED****Accidental Discovery of Asbestos, Asbestos Fibres, Asbestos Dust or Asbestos-Containing Materials**

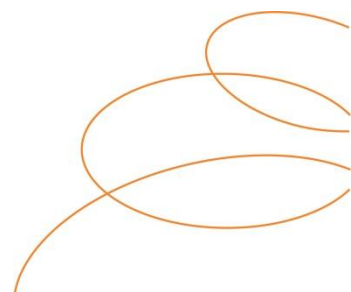
**We** will indemnify **you** against legal liability for damages and claimant's costs and expenses in respect of:

- a. the accidental discovery of materials known or suspected to be asbestos or contain asbestos fibres, asbestos dust or asbestos-containing materials;
- b. the investigation of any such suspect materials; Provided always that:
  - i. Immediately upon discovery as defined in a. above all work ceases until the composition of all such materials is established;
  - ii. Any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibres, asbestos dust or asbestos-containing materials requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify **You** for liability arising out of such work.

**Our** liability under this Extension is limited to a maximum of £1,000,000 any one claim

**Defective Premises Act 1972**

**We** will pay for any single event that happens during any Period of Insurance and is caused by **you** having owned any building in the past which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) order 1975. The Insurer's liability will not exceed **£5,000,000** including all Costs and Expenses (other than any limit otherwise stated) and any such limit applies to any claim or series of claims arising from any one cause.



## Section 3 - Terrorism

This Section is only applicable if shown in the Schedule

### Definitions

#### Act of Terrorism

means acts of persons acting on behalf of, or in connection with, any organization 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.

#### Computer Systems

means a computer or other equipment or component system or item which processes, stores, transmits or receives **Data**

#### Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of loss or destruction of or **damage** to property used by the Insured at the **Premises** for the purpose of the **Business**.

#### Covered Loss

means all losses arising under any Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an **Act of Terrorism**

#### Damage

Means loss or destruction of or damage to **Property Insured**.

#### Data

means data of any sort whatsoever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever

#### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by the **Insurer**.

#### 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 for or adapted for

- a. the production or use of atomic energy, or
- 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 of 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

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.

#### Property Insured

means Property as detailed in the **Schedule**

#### Denial of Service Attack

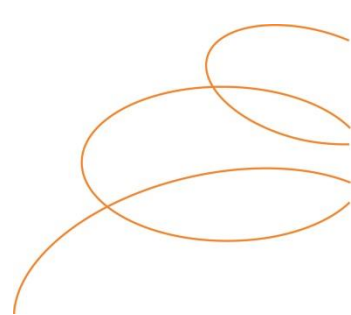
means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or Computer systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic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

#### Hacking

means unauthorised access to any Computer System whether the Property of the Original Insured or not

#### Phishing

means any access or attempted access to data or information made by means of misrepresentation or deception.



### Virus or Similar Mechanism

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to **damage**, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan Horses, Worms or Logic Bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### The Cover

The **Insurer** shall indemnify the **Insured** against **Damage** or Consequential Loss under Section 1 Property Damage caused by an **Act of Terrorism** occurring within the **Territorial Limits** and certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority.

Provided always that the insurance by this Section:

- a. is subject to the terms, definitions, provisions, conditions and extensions of this **Policy** except as expressly varied under this section and providing that if there is conflict between this section and the rest of the **Policy** this section will prevail
- b. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this **Policy**
- c. is not subject to any Long Term Undertaking
- d. is not subject to any terms in the General Cover **Policy** which provide for adjustments of premium.

### Limit of Liability

The liability of the **Insurer** under this Section in respect of any one **Occurrence** and in the **aggregate** during the **Period of Insurance** shall not exceed the Limits of Liability as stated in the **Schedule**;

### Limit of Liability

The liability of the **Insurer** under this Section in respect of any one **Occurrence** and in the **aggregate** during the **Period of Insurance** shall not exceed the Limits of Liability as stated in the **Schedule**;

and

in any action, suit or other proceedings where the **Insurer** allege that any claim hereunder is not covered by this Section of this **Policy** (or is covered only up to a **Limit of Liability** as stated in the **Schedule**), the burden of proving that such claim hereunder is covered (or is

covered beyond that **Limit of Liability**) shall be upon the **Insured**.

### Section 3 Conditions

The Insurance provided by this Section shall be subject to all limits, terms, conditions and exclusions of this **Policy** except that the following shall not apply:

1. any long term agreement or undertaking;
2. any terms in the **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**;
3. any General or Section Exclusions elsewhere in this **Policy** (other than those stated as Section 7 Exclusions).

### Section 3 Exclusions

The Section does not cover:

#### 1. Any Nuclear Installation or Nuclear Reactor

This Exclusion shall not exclude loss arising from **Damage** to other types of Property arising from an Act of Terrorism occurring at the site of a Nuclear Installation or Reactor

#### 2. Riot Civil Commotion War and Allied Risks

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

#### 3. Electronic Risks

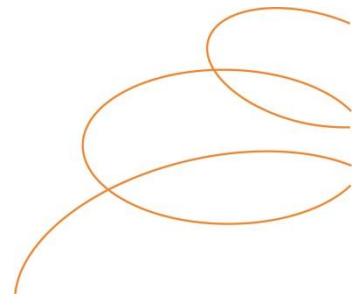
any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a. **Damage** to or the destruction of any Computer System
- b. any alteration modification distortion erasure or corruption of **Data**

whether the Property of the **Insured** or not where such loss is directly or indirectly caused by or contributed to, by, or arising from or occasioned by or resulting from **Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack**

This exclusion shall not apply to **Damage** provided that **Damage**:

- a. results directly (or solely as regards b ii below indirectly) from fire, explosion, flood, escape of water, impact of aircraft or any aerial devices or articles



dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of building or structures. Plant or machinery other than any Computer System; and

- b. comprises:
- i. the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property Insured** by the **Insured**
  - ii. the amount of business interruption loss suffered directly by the **Insured** itself by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **Property** insured by the **Insured** or as a direct result of denial prevention or hindrance of access to or use of the **Property** insured by the **Insured** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by the **Insured** to which access is affected or
  - iii. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss and
  - iv. is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or defacto government of any nation country or state

- a. The meaning of **Property** for the purposes of this proviso shall (additionally to those exclusions in the definition of **Property**) exclude:

- i. any money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial

instrument of any sort whatever; and

- ii. any Data
- d. Notwithstanding the exclusion of **Data** from **Property** within the meaning of sub-paragraph (b) above indirectly results from any alteration modification distortion erasure or corruption of Data because the occurrence of one or more of the matters referred to in sub- paragraph (a) above results directly or indirectly from any alteration modification distortion erasure or corruption of Data that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **Property** and otherwise falling within sub-paragraphs (a) and (b) above from being recoverable under this Section In no other circumstances than the previous sentence however will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of Data be recoverable under this Section

#### 4. **Chemical and Nuclear Risks, Biological and Radiological Contamination.**

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c. chemical and/or biological and/or radiological irritants contaminants or pollutants;

in respect of;

- i. **Property** situated outside of Great Britain
- ii. Residential **Property** in the name of a Private Individual property

## Special Clauses

### 1. Maximum Sum Insured

The maximum amount **we** will pay in respect of loss or damage to any individual **Building** is as detailed in the **Schedule**, unless **we** have been requested to and agreed to continue provide cover in full.

### 2. Lessees and Mortgagees (Non Invalidation Clause)

The interest of any lessee and/or any mortgagee is automatically included.

It is agreed that lessees and mortgagees shall not be prejudiced by any increase in the risk of damage resulting from any act of negligence of any mortgagor, lessor or occupier of any **Building**, provided such increase in risk is without their prior knowledge or authority and that **we** are notified immediately they become aware of such increase in risk.

### 3. Transfer of Interest

If at the time of damage **you** have contracted to sell **your Building** and the purchase has yet to be completed but thereafter shall be completed, the purchaser on completion of the purchase, shall be entitled to the benefit of Section 1, so far as it relates to such Damage. Provided that the **Building** has not been insured by or on behalf of the Purchaser

### 4. Multiple Insured's Clause

It is noted and agreed that if the insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that our total liability to all of the insured parties collectively does not exceed the sums insured and limits of indemnity including any inner limits stated within this policy, its endorsements and memorandums

### 5. Long Term Undertaking

If the schedule shows the long term undertaking clause to be in operation a discount has been allowed off the premium on this policy in consideration of **you** undertaking to offer annually for three or five years from the date specified in the schedule the insurance under this policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a. **we** shall be under no obligation to accept an offer made in accordance with the above under taking

- b. the Sums Insured may be reduced at any time to correspond with any reduction in value

The above mentioned undertaking applies to any policy or policies which may be issued by **us** in substitution for this Policy and the same discount will be allowed off the premium on any substituted policy or policies issued by **us**.

Payment of the premium due at the commencement of the undertaking specified in the schedule shall be deemed acceptance by **you** of the terms of this clause.

### 6. JCT Contracts

Where work is being carried out under a Joint Contracts Tribunal form of contract or its equivalent it is hereby noted and agreed that where such contract requires the Existing Structure to be insured in the joint names of the Contractor and the Employer this policy shall apply as if the policy had effectively been written in the joint name of the parties concerned.

### 7. Unoccupied Properties

In respect of any **Buildings** that remain unoccupied or disused for more than 30 consecutive days,

- a. Cover under Section 1 – Property Damage of the policy shall exclude the following causes:

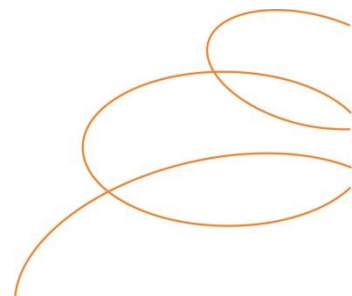
- 4. Malicious Damage
- 6. Escape of Water
- 8. Theft or Attempted Theft
- 13. Accidental Damage to Fixed Glass
- 18. Unauthorised use of utilities
- 23. Accidental Damage

- b. the Excess under Section 1 – Property Damage of the policy is hereby increased to £250 each and every loss, other than for the following causes:

- 1. Fire, Lightning, Explosion
- 5. Impact by Aircraft or Aerial Device C.)

- c. **you** must:

- i. carry out internal and external inspections of the **Buildings** at regular intervals and maintain a record of such inspections
- ii. remove all waste, combustible materials and gas bottles, either within or outside the **Buildings**, from the **Buildings**
- iii. remove all waste, combustible materials and gas bottles, either within or



- outside the **Buildings**, from the **Buildings**
- iv. securely lock all external doors, close and secure all windows
  - v. turn off all sources of power, fuel and water at the mains, however;
  - vi. where the **Buildings** are protected by an intruder alarm system, **you** must provide sufficient power to operate the system
  - vii. the heating system may be left in operation to maintain a temperature which will provide adequate protection throughout the **Buildings** against frost damage

#### Obsolete Building Materials

This section extends to include the reasonable additional cost of reinstatement incurred with the written consent of **us** in replacement of Damaged materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting where reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the Damage.

The **Buildings** shall not be regarded as being better or more extensive than when new.

#### Claims Settlement

##### Buildings Claims - How **we** settle claims

Providing the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **Buildings**, including fees and other costs. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **Buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **Buildings**, but **we** will take off an amount for wear and tear.

If repairs or replacement are not completed.

If **you** do not repair or replace the **Buildings**, we will pay the reduction in market value of the **Buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

Building Regulations, Local Authority or legal conditions.

**We** will not pay the cost of meeting building regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **Buildings**.

#### Inflation protection – index-linking

We will change the **Buildings** sum insured each month using the Home Rebuilding Cost Index or another similar index.

#### Maximum Sum Insured

The maximum amount **we** will pay in respect of loss or damage to an individual **building** is the Sum Insured **You** declared to **us** unless **we** have been advised of and have agreed to continue to provide cover in full.

#### Excess

**We** will deduct the excess from the amount **we** pay **you** to settle **your** claim.

#### What **we** will pay

The most **we** will pay for any one claim under risks 1 to 16 including fees and other costs, is the **Buildings** sum insured shown on **your** schedule. There may be special limits shown on **your** schedule.

The sum insured on **Buildings** will not be reduced after a claim is paid.

#### Cancellation

We may cancel this policy and/or any additional covers where there is a valid reason for doing so by sending at least 7 days' written notice to **your** last known address or email address explaining the reasons. Valid reasons include, but are not limited to where:

Failure by **you** to comply with the terms and conditions of the policy;

A change of risk under **your** policy which **we** are unable to insure;

**You** have supplied incorrect information and have failed to provide clarification when requested by **us**;

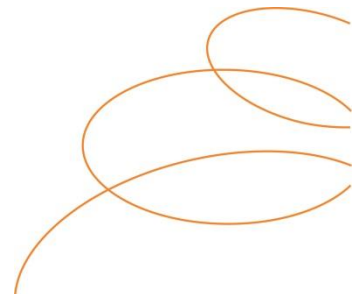
**We** have requested further information or documentation and **You** have failed to respond to these requests.

#### Cancellation within 14 days

**You** can cancel this policy in the first 14 days of receipt of the policy documents or the start date, whichever is later. **We** will cancel this policy back to its start date. **We** will refund the full premium to **you**, provided no claims have occurred. This will have the same effect as if **you** never had any cover or protection from this policy.

#### Cancellation over 14 Days

**You** can cancel this policy by giving us prior written notice. As long as **you** have not received payment for or are not in the process of making a claim



and have not suffered a loss for which **you** are intending to make a claim during the **Period of Insurance**, **we** will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you

### Claim Conditions

If anything happens which may give rise to a claim under this policy or any section of it or receipt in writing of any notice of any claims or legal proceeding the **you** shall:

- a. notify **us** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **us**
- c. notify the Policy authority immediately in respect of any theft, attempted theft, malicious damage, riot and request an incident number and contact **us** as soon as **you** can
- d. carry out and permit any action to be taken, which may be reasonably practicable to prevent further loss, destruction or damage including providing **us** with access to the **building**
- e. supply at **your** own expense full details of the claim in writing together with any supporting information, receipt and proofs which **we** may reasonably require
- f. retain unaltered and unrepaired anything in any way connected with the loss, destruction, damage or injury for as long as **we** may reasonably require
- g. **You** must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.
- h. **You** shall, at the request and expense of **us**, take or permit to be taken all necessary steps for enforcing rights against any other party in the **your** name whether such steps are or become necessary before or after any payment is made by **us**.

### Claims notification

Should **you** need to notify **us** of a claim please contact **us** on 0161 274 9077.

### Contribution

If at the time of any loss, destruction or damage there is any other insurance covering such incidents, **we** will only pay our proportion of such loss.

### Fraud

If any claim made under this policy is fraudulent or false in any way **we** will refuse to pay the claim and all cover will cease.

### Policy Conditions

#### Alteration

**You** must notify **us** immediately, if after the commencement of this insurance **your Buildings** are to be used for any other purpose other than domestic accommodation. **We** reserve the right (with effect from the date of the change in use) to amend the **Excess** and/or apply limits and/or apply exclusions of cover, to reflect what **we** could have reasonably demanded had the increased risk been declared prior to commencement of this Policy.

#### Reasonable Care

**You** must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **You** must maintain the **Buildings** in good condition and in good repair.

#### Fair Presentation

The Insured must make a fair presentation of the risk prior to inception of this Policy or subsequent renewal or mid-term when asking us to consider any variation or amendment to the Policy. This includes disclosing to the Insurer all circumstances material to the risk being insured that the Insured knows of or those circumstances that it reasonably ought to know of.

In the event that the Insured fails to give a fair presentation and but for that breach the Insurer would either have not entered into this Policy or would have done so on different terms and/or conditions, then the Insurer shall be entitled as follows:

#### Inception/renewal

If the failure to make a fair presentation was:

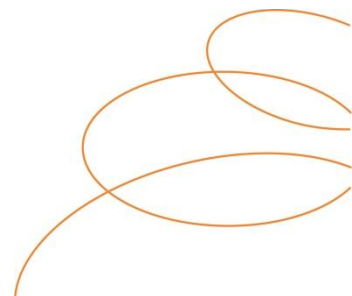
a. deliberate or reckless, the **Insurer** may avoid the **Policy**, and treat it as though it had not existed and retain any premiums paid; or

b. not deliberate or reckless but the **Insurer** would not have entered into the **Policy**, then the **Insurer** may still avoid the **Policy** and treat it as though it had not existed but it must return any premiums paid; or

c. not deliberate or reckless, and the Insurer would have entered into the Policy on different terms other than premium, then the Insurer may treat the Policy as being subject to those amended terms and/or where the Insurer would have charged an increased premium, then the Insurer may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

#### Mid-Term Variation

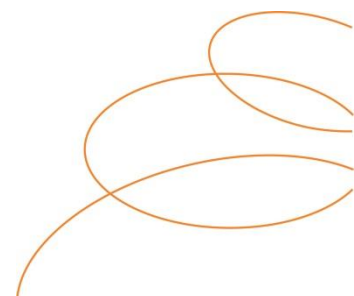
If the failure to make a fair presentation was:



a. deliberate or reckless, the Insurer may treat the Policy as having been terminated as at the date of the variation and retain any premiums paid; or

b. not deliberate or reckless but the Insurer would not have entered into the variation on any terms, then the Insurer may treat the Policy as if the variation was never made but it must return any extra premiums paid upon the variation; or

c. not deliberate or reckless, and the Insurer would have agreed to a variation but on different terms other than premium, then the Insurer may treat the variation as being subject to those amended terms and/or where the Insurer would have charged an increased premium, then the Insurer may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.



## Data Protection

Protector Insurance will use (process) the information (data) provided by the Insured or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain), during the formation and performance of insurance contracts (policies) for policy administration, customer services, the payment of claims and the production of management information for business analysis and for the purpose of complying with regulatory requirements.

Protector shall process and keep such data secure at all times, and in full accordance with the principles of data protection (the Principles) enumerated in the EU General Data Protection Regulation.

Protector Insurance is committed to ensuring that privacy is protected and has updated its Privacy Policy accordingly. The Privacy Policy is a statement explaining what data is collected from customers and how it is used. The Privacy Policy can be accessed on the Company website

<https://www.protectorinsurance.co.uk>

From time to time the contents of this policy may be updated and you should check the website periodically for updates.

### Appointed Agent

Where **you** have declared an existing relationship with an **Appointed Agent** as described below **you** agree that this Agent is a data processor in relation to **your** data and the insurance contract.

**You** agree that all processing undertaken on **your** behalf is performed in a manner compliant with Regulation (EU) 2016/679 EU (GDPR) Article 28 and governed by a separate contract between **you** and the Processor. **You** agree that the contract will contain the provisions, requirements and conditions as prescribed by Article 28 (3) GDPR.

**You** warrant that due to this agreement between **you** and the Agent, the Agent has full capacity, authority and necessary approvals to exchange and process data with **you** and Protector Insurance as required for the purpose of fulfilment of this contract and in line with Protector's published Data Privacy Notice.

**Appointed Agent** is deemed to mean any party other than an appointed advisor or Protector, who performs a service such as claims handling in connection with this policy on **your** behalf.

### Company Information

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company. We are a Prudential Regulation Authority and Financial Conduct

Authority authorised third country branch of an EEA firm, FCA financial services register number: 602381. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Our UK registered office address is: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034. Protector delivers land based insurance to commercial and public sector clients and we distribute our products through insurance brokers.

We provide no personal recommendation or advice about the insurance products offered, and any financial advice needed should be sought from an authorised intermediary.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

Provision of Insurance cover for any territory outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, is Underwritten by our principal firm, Protector Forsikring ASA.

Protector Forsikring ASA is supervised by the Norwegian financial services regulator, Finanstilsynet. Organisation number: 985279721.

Registered office address: Aker Brygge, Støperigata 2, 0250 OSLO, Norway.

For more information on our principal firm Protector Forsikring ASA, please refer to the Oslo stock exchange: [https://www.oslobors.no/ob\\_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders](https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders)

### The Insured's Right to Complain

#### Complaints Procedure

We're proud of the service we provide to our brokers and clients, but we know that sometimes things can go wrong. Our aim is to get it right, first time every time. If we make a mistake we will learn from it and try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks and you are an 'eligible' complainant you may be entitled to refer it to the Financial Ombudsman Service.

For more information on eligibility

please refer to the Financial Ombudsman Service  
at: <http://www.financial-ombudsman.org.uk/>.

Should you wish to make a complaint then it should be  
directed to:

Customer Relations Manager

7<sup>th</sup> Floor

3 Hardman Street

Spinningfields

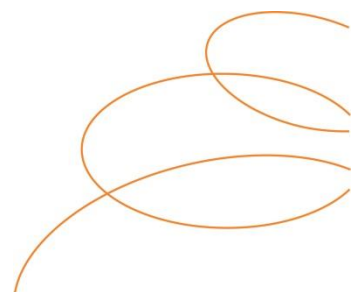
Manchester

M3 3HF

Email: [CSM@protectorinsurance.co.uk](mailto:CSM@protectorinsurance.co.uk)

Telephone: 0161 274 9077

Making a complaint or referral to the Financial  
Ombudsman Service does not affect your legal rights.



Leasehold Policy Wording 23<sup>rd</sup> March 2023