



# Digital Property Owners Policy Schedule

<b>Agency number</b>	<b>40867654</b>	<b>Broker</b>	<b>Hazelton Mountford Ltd</b>
<b>Insured</b>	<b>Sharples Trust &amp; MW Trustees Limited Mr Richard Sharples</b>		
<b>Correspondence Address</b>	<b>Mouse Court Lower End Bricklehampton Pershore Worcestershire WR10 3HL</b>		
<b>Policy number</b>	<b>ACTUPO015290</b>		
<b>Policy Version</b>	<b>AOD133-20200312</b>		
<b>Date of issue</b>	<b>08/12/2023</b>		
<b>Effective date</b>	<b>21/12/2023</b>		
<b>Expiry date</b>	<b>20/12/2024</b>		
<b>Reason for issue</b>	<b>Renewal</b>		

### Premium

<b>Cover excluding terrorism</b>	<b>Premium amount</b>	<b>£ 531.17</b>
	<b>Insurance Premium Tax</b>	<b>£ 63.74</b>
	<b>Total premium (excluding terrorism)</b>	<b>£ 594.91</b>
<b>Terrorism</b>	<b>Premium amount</b>	<b>£ 350.57</b>
	<b>Insurance Premium Tax</b>	<b>£ 42.07</b>
	<b>Total terrorism premium</b>	<b>£ 392.64</b>

### Important Information

This **schedule** forms part of the **policy**.

**You** must make a fair presentation of the risk to **us** when **you** take out, renew or vary **your policy**. This means that **you** must tell **us** about all facts and circumstances which may be material to the risks covered by **your policy** and **you** must do so in a clear and accessible manner. Material facts are those which are likely to influence **us** in the acceptance or assessment of the terms or pricing of **your policy**. If **you** are in any doubt as to whether a fact is material, **you** should tell **us** about it.

If **you** fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where **we** would not have issued, renewed or varied **your policy** had **you** told **us** about a material fact or circumstance, **we** may treat **your policy** as if it had not existed and refuse to pay any claims and require **you** to repay any claims that **we** have already paid under the **Policy**. In other cases, **we** may only pay part of the value of **your** claim or impose additional terms.

For these reasons, it is important that **you** check all of the facts, statements and information set out in this document and any other information provided are complete and accurate, and that **you** have answered any questions completely and accurately. If there is more than one person involved in **your** business or employed by **you**, **you** should check with them where appropriate that the facts and statements that **you** make are complete and accurate.

If any of the facts, statements or information about **you** or **your** business are incomplete or inaccurate, **you** or **your** agent must contact **us** immediately. Failure to do so may mean that **your** claim will not be paid, or that **we** will impose different terms on **your policy**, or charge **you** a higher premium or, in the worst case, invalidate **your policy** and require **you** to repay any claims that have already been paid under the **policy**.

## Sections applying

Section 1 – Automatic Cover	Property Damage	<b>Insured</b>
Section 2 – Automatic Cover	Business Interruption	<b>Insured</b>
Section 3 – Automatic Cover	Property Owners' Liability	<b>Insured</b>
Section 4 – Optional Cover	Employers' Liability	<b>Not Insured</b>
Section 5 – Automatic Cover	Legal Expenses	<b>Insured</b>
	Terrorism (optional cover)	<b>Insured</b>
	Terrorism – Non-Damage Business Interruption	<b>Not Insured</b>

## Policy Endorsements applying to all sections

### ZZPOGE170 - Pandemic and Epidemic Exclusion

**The following exclusion is added to the General exclusions of the policy: Virus Disease Epidemic and Pandemic Exclusion** *Not applicable to Section 3 – Property Owners' Liability, Section 4 - Employers' Liability or Section 5 – Legal Expenses*

The policy excludes any liability, damage, loss (including but not limited to consequential loss) or any costs or expenses of any kind in any way caused by or resulting from:

- a) any Coronavirus (including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2));
- b) any Coronavirus disease (including but not limited to COVID-19);
- c) any mutation or variation of a) above;
- d) any infectious disease that is designated or declared an epidemic by any competent government, local authority or other body with such authority or a pandemic by the World Health Organisation;
- e) any fear or threat of a), b), c) or d) above.

This exclusion shall apply regardless of any provision to the contrary within the policy or any endorsement. For the avoidance of doubt, this means that this exclusion shall override any provision to the contrary contained within the policy or any endorsement.

## Section 1 Property Damage

94 London Street  
Reading  
Berkshire  
RG1 4SJ

Interested Parties: None

Description of property insured	Cover Basis	Declared Value	Sum Insured
Buildings (including Landlord's Fixtures and Fittings)	Day One Basis	£ 969,950	£ 1,260,935
Landlords Contents	Reinstatement		£ 25,000

### Excess applying

Flood	£250
Escape of Water	£350
Subsidence	£2,500
Fire, Lightning & Explosion	£Nil
Aircraft	£Nil
Excess (Not listed above)	£250

### Premises Endorsements

#### RPO10031 - Flat Roof Condition - [94 London Street, RG1 4SJ]

Included here are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

The weather proofing of any flat roof portion of the premises is inspected once every 2 years by a qualified builder or property surveyor and that any defects are rectified immediately at **your** expense.

## Section 2 Business Interruption

Cover type		Sum insured	Indemnity period (months)
Rent Receivable –	94 London Street Reading Berkshire RG1 4SJ	£ 99,000	36
Book Debts –	94 London Street Reading Berkshire RG1 4SJ	£ 25,000	

### Excess applying

As shown in Section 1 – Property Damage

### Section Endorsements

None

**Section 3 Property Owners' Liability**

Limit of Indemnity £ 10,000,000

**Section Endorsements**

None

**Excess applying**

Third party property damage excess £250

**Section 4 Employers' Liability Not Insured**

**Section 5 Legal Expenses**

Item	Limit of indemnity (per claim)	Limit of indemnity (aggregate in respect of employment compensation awards)
Legal Expenses	£100,000	£ 1,000,000

## Terrorism

### CCGEN071v3 - Terrorism Cover

The following cover is added to section A. Standard cover, sub-section 1 General Contents and Stock, sub section 3 – Money, sub section 5 Glass, sub section 6 – Goods in Transit, sub section 11 – Book Debts, and if shown as covered in the schedule, section A. Standard cover, sub section 2 Business Interruption, section B. Buildings and section G All Risks.

#### Definitions

*The following words will have the same meaning wherever they appear in this endorsement. To help identify these words they will appear in **bold** in this endorsement.*

#### Act(s) of terrorism

means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government.

#### Certified

means formal confirmation from HM Treasury that an **act(s) of terrorism** has occurred in **Great Britain** or has been determined to have been such by a Tribunal.

#### Computer system(s)

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

#### Consequential loss

means loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** following **damage** to property used by **you** at the **premises** for the purpose of the **business**.

#### Data

means data of any sort, including but not limited to, tangible or intangible data and any programs of 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, website or any information.

#### Denial of service attack

means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance 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 those actions or instructions by other **computer systems**.

#### Excess

means the amount or amounts shown in **your** policy or the schedule which **we** will deduct from each claim at each separate location.

#### Hacking

means unauthorised access to any **computer system** whether **your** property or not.

#### 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

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.

#### Period of insurance

means the period of insurance specified above.

### **Phishing**

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

### **Property**

means all property excluding:

- a) any land or building which is occupied as a private residence in whole or in part unless:
  - i) insured under the same insurance policy as the part of the building which is not a private residence;
  - ii) not insured in the name of an individual;
- b) any **nuclear installation** or **nuclear reactor** and all attaching fixtures and fittings, all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve a **nuclear installation** or **nuclear reactor**.

### **Virus or Similar Mechanism**

means program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to **damage**, interfere with, adversely affect, infiltrate or monitor **computer systems**, computer programs, **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 and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### **War and allied risks**

means any loss whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### **Cover provided by this extension**

In consideration of the payment of the Terrorism premium and its insurance premium tax, this policy is extended for the **period of insurance** stated above to include:

1. **damage** to **property** insured at the **premises**, situated in England and Wales and Scotland but not the territorial sea adjacent to it as defined by the Territorial Sea Act 1987; and
2. where applicable under this policy, **consequential loss** arising from business interruption,

occasioned by or happening through or in consequence of an **act of terrorism** which is **certified** and which occurs during the **period of insurance**.

Provided that:

- a) this Terrorism insurance is subject to the terms, definitions, provisions, conditions and extensions of this policy except as expressly varied under this endorsement and providing that if there is conflict between this endorsement and the rest of the policy this endorsement will prevail; and
- b) **our** liability for all losses arising out of any one occurrence and, where applicable under this policy, in total in any one **period of insurance** will not exceed the limits as otherwise specified in this policy.

### **Conditions (actions that you or we agree to take)**

***Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.***

- a) The cover provided under this endorsement will not apply to:
  - i) any Long Term Agreement / Undertaking to which this policy is subject;
  - ii) any terms in this policy that provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**.
- b) **You** must declare to **us** all **property** and/or premises owned by **you** or for which **you** are responsible including all **property** and/or premises of subsidiary companies.
- c) In any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered, the burden of proving that **damage** or **consequential loss** is covered will be upon **you**.



d) Irrespective of the currency in which this policy is expressed, the limit of liability and the premium for the Terrorism Insurance provided by this endorsement will be determined in £ (pounds sterling).

### What is not covered by this extension

We will not cover any loss or any related financial loss and expense including **consequential loss**:

1. occasioned by or happening through or because of **war and allied risks**;

2. caused by or contributed to by or arising from:

a) damage to or the destruction of any **computer system**;

b) any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your property** or not, where the loss is caused by or contributed to, by, or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

However this exclusion 2. will not apply to **damage to property**, the proximate cause of which is an **act of terrorism**, where the **damage**:

i) results directly (or, solely as regards ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), 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 or of any goods or cargo carried in or on a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and

ii) comprises

a. the cost of reinstatement, replacement or repair following **damage to property** insured by **you**; or

b. the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **damage of property** insured by **you** or as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by **you** by reason of an **act of terrorism** causing **damage** to other **property** within 1 mile of the **property** insured by **you** to which access is affected; or

c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish a loss;

and

iii) 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 legitimate government or accepted (illegitimate) government of any nation, country or state.

iv) The definition of **property** for the purposes of this exclusion 2. excludes:

a) any **money**, non-negotiable instruments, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, financial securities or any other financial instrument of any sort; and

b) any **data**

v) Regardless of exclusion 2. iv) b), to the extent that **damage of property** within the meaning of sub-paragraph ii) 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 i) above results from any alteration, modification, distortion, erasure or corruption of **data**, that will not prevent cost or business interruption loss directly resulting from **damage of the property** and otherwise falling within sub-paragraphs i) and ii) above from being recoverable under this endorsement. In no other circumstances than the previous sentence, however, will any loss or losses 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 endorsement.

vi) For the avoidance of doubt, the burden of proof will be on **you** to prove or establish all the matters referred to in sub-paragraphs i) and ii) above

### How to make a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly.

At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

**Post: Complaints, MS Amlin Insurance, SE, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.**

**Telephone: 44 (0) 20 7746 1300 Fax: 44 (0) 20 7746 1001**

**Email: [AISE.complaints@msamlin.com](mailto:AISE.complaints@msamlin.com)**

**Website: [www.msamlin.com](http://www.msamlin.com)**

If **you** remain dissatisfied after **we** have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

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

**Telephone: Tel: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK) 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Tel (Outside UK): 44 (0) 20 7964 0500**

**Fax: +44 (0)20 7964 1001**

**Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

**Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

#### **Please note:**

**You** must refer **your** complaint to the Financial Ombudsman Service within six months of **our** final response.

The Financial Ombudsman Service will consider a complaint from private individuals or from a small to medium enterprise (SME) which has an annual turnover of less than £6.5 million (or its equivalent in any other currency) and;

- i) Employs fewer than 50 persons; or
- ii) Has a balance sheet total of less than £5 million (or its equivalent in any other currency)

The existence of this Complaints Procedure does not affect any right of legal action **you** may have against MS Amlin Insurance, SE.

### Privacy Notice

**Your personal** data, such as name, address, other contact details, financial and risk related details have been, or will be, collected or received by **Us** for the purposes of providing good quality insurance and ancillary services as part of a pending or actual contract for services. **We** manage personal data in accordance with applicable data protection law and data protection principles. If **you** want to know more details and how we safeguard **Your** personal data and **Your** rights, please read the full Data Privacy Notice, which can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html).

A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

**Data Protection Officer  
MS Amlin  
The Leadenhall Building  
122 Leadenhall Street  
London**

### Making a Claim

If **you** need to make a claim under this policy, please telephone **us** on:

Property claims: **01245 396272**

Liability claims: **01245 396677**

If **you** need to notify a claim for Legal Expenses please telephone ARAG on **0117 917 1698** or download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).

We will be pleased to advise **you** of the steps to take, it will assist if **you** have details of **your policy** available when telephoning and please quote **your policy** number in all communications with **us**.

In some cases all or part of **your** claim may be handled on **our** behalf by one of **our** trusted partners. **You** can rest assured that **we** will strive to ensure **you** are provided with the exceptional service from MS Amlin Insurance, SE and **our** trusted partners.

**We** would refer **you** also to the claims conditions of this **policy**.

### Financial Services Compensation Scheme

MS Amlin Insurance, SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if MS Amlin Insurance, SE is unable to meet its obligations to **you** under this **policy**. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

### Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- i) a resident of; or
- ii) a business with its registered office or **principal** place of business situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

### Fraud Prevention and Detection

If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- a) checking details on applications for credit and credit related or other facilities;
- b) managing credit and credit related accounts or facilities;
- c) recovering debt;
- d) checking details on proposals and claims for all types of insurance; and
- e) checking details of job applicants and **employees**.

### Sanctions

Notwithstanding any other terms under this Agreement, no insurance cover shall apply under this contract and **we** shall not be deemed to provide any cover, benefit or service to **you** or shall be liable to pay any sum in respect of any claim or to assist under this contract to the extent that the provision of such benefit, the settlement of any such claim or the provision of assistance or service would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions under the laws or regulations of the United Kingdom, the European Union or any other applicable national law.