



redefining / standards

Date of issue

27 October 2022

Policy number

BL PPP 6915159

Policy wording version

PR001P

Reason for issue

Renewal

Your updated policy schedule

Property Investors Protection Plan

Making a complaint

The **Legal and tax advice complaints**, in the **Making a complaint** section is deleted and replaced by

Legal and tax advice or emergency helplines or legal expenses services complaints

If **you** have a complaint about the legal and tax advice or emergency helplines, or the Legal expenses services **you** should contact Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd
The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE
Tel: 01206 615000

You can also refer to the Financial Ombudsman Service (FOS) if **you cannot settle your complaint with Arc or before they have investigated the complaint if both parties agree.**

Arc are also covered by the Financial Services Compensation Scheme (FSCS).

Important Information

Excesses

As a result of the ongoing impact of inflation in claims costs we have reviewed the level of excesses applying to your policy and your excesses may have been increased. Please read the endorsements that have been added to your policy together with your policy wording carefully so that you can understand any changes made.

Cyber

In order to clarify the cover provided by the liability sections of our policies in relation to Cyber risks, we are applying a Cyber and data exclusion to all public, product, property owners' and financial loss liability sections.

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AXA Insurance UK plc.

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AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Telephone calls may be monitored and recorded.

Please carefully read the endorsement 'Cyber and Data Exclusion' which has been added to your policy, so you can fully understand the change that has been made.

Your Insurance Intermediary will be able to help you with any queries you may have with regard to your cover.

Important notice for Public liability cover

Your Data Protection cover under the Public liability section of this policy, has changed. Please see endorsement below for full wording.

What you need to do next

- Please read this updated policy schedule carefully to check the details are correct and that the level of cover meets your needs.
- The schedule and policy wording should be read together as they show the cover we are providing to you.
- If the details are incorrect or the cover does not meet your needs please contact your insurance adviser.
- If any of the information is incorrect we may change the terms and conditions, premium or withdraw cover.
- Please keep this schedule safely with your policy wording.

Your documents

Please contact your insurance adviser if you require a copy of your policy wording.

Your details

The insured	Boyd and Lloyd Pension Scheme Limited
Client address	62 Beckford Drive, Lansdown Bath Avon BA1 9AU
Business description	Property owners

Business description is your business activity or trade.

Your premium

Premium	£2,055.90
Insurance Premium Tax (IPT) at the current rate	£246.71
Total amount to be paid	£2,302.61

Premium details

This amount is the additional or return premium for changes made.

Your period of insurance

Date changes start from	29 October 2022
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Date this policy expires

28 October 2023

Renewal date

29 October 2023

Your cover summary

premises			premium excluding IPT
Unit 5 Douglas Road Trading Estate	Property cover	✓ covered	£554.51
	Terrorism cover	✗ not covered	
Unit 3 Emery Road	Property cover	✓ covered	£1,501.39
	Terrorism cover	✗ not covered	
cover			premium excluding IPT
Public liability		✓ covered	£0.00
Employers liability		✗ not covered	

Property cover

Please refer to the property insured section(s) of the schedule for details on the cover in place for buildings and or rental income.

Not covered

Sections that show not covered have not been included in your policy. If you would like to change your insurance cover, please contact your insurance adviser.

Property insured**Premises 1**

Unit 5 Douglas Road Trading Estate
Kingswood
Bristol
BS15 8NH

Description		Metal workers	
cover			sum insured
Buildings cover	✓ covered	DA	£352,649 (£261,222)
cover		indemnity period	sum insured
Rental income	✓ covered	36 months	£37,500
cover			
Terrorism Cover	✗ not covered	This section is not included in your policy	

The amount shown in brackets is your **declared value**. This is the value you declared in accordance with the Day One Average clause (DA). A full explanation of this can be found in your policy wording.

Endorsements that apply to this premises

These endorsements only apply to this premises. For other endorsements please look at each of the premises covered, as well as the overall policy endorsements.

An **endorsement** is a change to your policy terms and conditions.

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Property insured continued**617 - Excess exclusion**

Under Section 1 - Buildings What is not covered the Excess exclusion is deleted and replaced with the following

Excess exclusion

We will not cover **you** for the amount shown below for each and every loss after the application of all the other terms and conditions of the **policy** including any condition of average:

1. **damage** by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake £400
2. **flood** £400
3. all other **damage** £400

DE1 - Disease exclusion

Notwithstanding any other provision within this **policy** except for any cover provided under Section 3 - Public Liability, Section 4 Employers' Liability and Section 5 - Terrorism, no cover is provided under this **policy** for any loss (including loss of rental income, loss of value and loss of use), damage, claim, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with:

1. any **excluded pathogens or diseases**
2. any fear or threat (whether actual or perceived) of any **excluded pathogens or diseases**
3. any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any **excluded pathogens or diseases**
4. the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of property which is or is feared to have been affected by any **excluded pathogens or diseases**.

Meanings of defined terms

Excluded pathogens or diseases means

1. Any coronavirus or the disease it causes, including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19), severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS), Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS), or any mutation or variation thereof
2. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
3. Any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
4. Any other **communicable disease** other than those specified human infectious or specified human contagious diseases listed in the Murder, suicide or disease cover in Section 2

Communicable disease means

continued on next page

Property insured continued

any disease, illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the:

1. substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite, fungus or other organism, micro-organism or any variation or mutation thereof, whether deemed living or not, and
2. method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

This exclusion does not apply to:

Physical loss, damage or destruction to property insured under the **policy** and any loss of **rental income** directly resulting therefrom, where such physical loss, damage or destruction arises from a **defined peril** as detailed in Section 1 Buildings. For the avoidance of any doubt in respect of this **policy**, the **defined peril** 'malicious persons' does not include persons who maliciously, deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity.

X16 - Subsidence excess amendment clause

Under Special clause 1 Subsidence, ground heave and landslip **we** will not cover **you** for the first £1500 of each and every loss in respect of Section 1 - Buildings at this premises.

Premises 2

Unit 3 Emery Road
Brislington
Bristol
BS4 5PF

Description At present empty warehouse

cover		sum insured
Buildings cover	✓ covered	£366,192

cover		indemnity period	sum insured
Rental income	✗ not covered	This section is not included in your policy	

cover		
Terrorism Cover	✗ not covered	This section is not included in your policy

Endorsements that apply to this premises

These endorsements only apply to this premises. For other endorsements please look at each of the premises covered, as well as the overall policy endorsements.

🗨 An **endorsement** is a change to your policy terms and conditions.

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Property insured continued**612 - Day one average exclusion**

Under Section 1 - Buildings Extensions of cover the Day one average cover is excluded for this premises and in the event of a claim cover will be based on the **alternative basis of settlement**.

619 - Perils exclusion

Under Section 1 - Buildings and Section 2 - Rental income cover is restricted to **damage** caused by the **defined perils** of fire, lightning, explosion and aircraft only.

990 - Fly Tipping exclusion

Under Section 1 - Buildings Fly tipping cover is not operative under this **Policy**.

991 - Eviction of squatter expense cover exclusion

Under Section 1 - Buildings Eviction of squatters expenses cover is not operative under this **Policy**.

Public liability

cover		limit of indemnity
Public liability	✓ covered	£5,000,000

Provides **Public liability** cover for your activities as a property owner as detailed within the policy wording and schedule.

Employers liability

Employers liability	✗ not covered	<i>This section is not included in your policy</i>
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Special clauses that apply to this policy

number	title
1	Subsidence

For the full wording of the **special clauses** please check your policy wording

Endorsements that apply to this policy

These endorsements apply to all premises. For other endorsements please look at each of the premises covered.

An **endorsement** is a change to your policy terms and conditions.

BS5 - Bomb scare or unlawful occupation cover

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Under Section 2 - Rental income What is covered Extensions of cover Bomb scare or unlawful occupation cover is deleted from the effective date shown on **your** schedule and replaced with


Bomb scare or unlawful occupation cover


We will cover **you** for interruption of or interference with the **business** resulting from

1. the suspected or actual presence of an incendiary or explosive device on or within a 1 mile radius of **your premises**
2. **Your premises** or other property within a 1 mile radius of **your premises** being occupied by members of a criminal organisation or other unlawful occupants.

But **we** will  cover

1. any incident involving interference or interruption with the **business** that is less than 48 hours
2. any period other than the actual period of prevention or hindrance of access to **your premises**
3. eviction costs.


This cover will apply for a maximum  period of 12 weeks in any one **period of insurance** beginning with the occurrence of the loss, during which the results of **your business** are affected as a result of the interruption or interference.

The most **we** will pay for this cover in total during any one **period of insurance** is the lower of either £50,000 or 25% of the **annual rental income** irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement. 

DA5 - Denial of access (damage) cover

This endorsement deletes and replaces the Denial of access cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule

Denial of access (damage) cover

We will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **your business** caused by **damage** by the **insured perils** to property within a 1 mile radius of **your premises** which prevents or hinders the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not. 

Provided that 

1. these **insured perils** are covered under Section 1 - Buildings in respect of **your premises**.
2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks during which time **you** suffer a loss of **rental income**.
3. **our** liability for any one claim and in any one **period of insurance** is the lower of either 25% of the **annual rental income** or £1,000,000, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.
4. this does not include any damage to property from which you obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services.

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5. **we** will not cover any incident involving interference or interruption with the **business** that is less than 12 hours.

Meanings of defined terms

Insured peril(s)

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

DC5 - **Murder, suicide or disease cover**

This endorsement deletes and replaces the Murder, suicide or disease cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule.

We will cover **you** for any loss of **rental income** insured by this section resulting from interruption of or interference with the **business** conducted by **you** at **your premises** during the **period of insurance** as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

1. Acute Encephalitis
2. Acute Poliomyelitis
3. Anthrax
4. Chicken Pox
5. Diphtheria
6. Dysentery caused by Shigella
7. Legionellosis
8. Legionnaires' Disease
9. Malaria
10. Measles
11. Meningococcal Infection
12. Mumps
13. Ophthalmia Neonatorum
14. Paratyphoid fever
15. Bubonic, Septicemic and Pneumonic Plague
16. Rabies
17. Rubella
18. Tetanus
19. Tuberculosis
20. Typhoid Fever
21. Whooping Cough
22. Yellow Fever

manifested by any person whilst at **your premises** which directly results in the compulsory closing of the whole or part of **your premises** by order of a public authority authorised to prevent or restrict access to **your premises**.

2 murder, suicide or rape at **your premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

continued on next page

4 the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**

We will not cover:

1. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
2. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises**, or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**.
3. any incident involving interference or interruption to the **business** that is less than 12 hours

Any Disease or Coronavirus exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum **indemnity period** under this cover shall be 12 weeks in any one **period of insurance** commencing from the date of

1. the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)
2. the discovery of murder, suicide or rape (in relation to clause 2 of this cover)
3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
4. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum **indemnity period** of 12 weeks or £25,000 or 25% of the **annual rental income** in any one **period of insurance**, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this cover clause, any references to **damage** or incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

LA5 - Loss of attraction cover

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This endorsement deletes and replaces the Loss of attraction cover detailed in Section 2
- Rental income from the effective date shown in **your** schedule

Loss of attraction (damage)

We will cover **you** for loss of **rental income** covered by this section, resulting from interruption of or interference with **yourbusiness** caused by **damage** by the **insured perils** to property within a 1 mile radius of **yourpremises** which deters any potential tenants, whether **your premises** or property are damaged or not.

Provided that

1. these **insured perils** are covered under Section 1 - Buildings in respect of **your premises**
2. the maximum **indemnity period** shall be 12 weeks in any one **period of insurance**

The most **we** will pay for this cover in any one **period of insurance** is the lower of either 25% of the **annual rental income** or £50,000 irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

Meanings of defined terms

Insured peril(s)

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by **road vehicle** or animal

PU5 - Failure of public supply cover

This endorsement deletes and replaces the Failure of public supply cover detailed in Section 2 - Rental income from the effective date shown in **your** schedule

We will cover **you** for loss of **rental income** resulting from interruption or interference with **your business** caused by the accidental failure of

1. the public electricity supply at **your** supplier's generating station or sub station
2. the public gas supply at **your** supplier's land based premises
3. the public water supply at **your** supplier's waterworks or pumping station
4. the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policyterritories** where such accidental failure is a direct result of **damage** caused by an **insured peril**.

Provided that after the application of all other terms and conditions of the section, the most **we** will pay is the lower of either 25% of the **annual rental income** or £1,000,000 in any **period of insurance** irrespective of the number of **premises** insured.

The 'Reinstatement of sum insured after loss cover' shall not apply in respect of this endorsement.

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The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure of supply or service at **your premises** and ending after 12 weeks during which time **you** suffer a loss of **rental income**.

We will not cover

- a. any failure
 - 1. which does not involve cessation of supply, for at least 12 hours
 - 2. due to an excluded cause
- b. loss resulting from failure caused by
 - 1. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - 2. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

Meanings of defined terms

Insured perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

617 - Excess exclusion

Under Section 1 - Buildings What is not covered the Excess exclusion is deleted and replaced with the following

Excess exclusion

We will not cover **you** for the amount shown below for each and every loss after the application of all the other terms and conditions of the **policy** including the condition of average:

- 1. **damage** by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake £400
- 2. **flood** £400
- 3. all other **damage** £400

DP1 - Data protection cover amendment

The Data Protection cover Section 3 - Public liability, is cancelled, and replaced by

Data Protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

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1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

1 fines or penalties imposed by a court

2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

3 the cost of replacing, reinstating, rectifying or erasing any personal data

4 refund of monies paid to **you** by any claimant

5 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000

DE5 - Disease exclusion

This endorsement applies to Section 1 - Buildings and Section 2 - Rental income from the effective date shown in **your** schedule

1. Notwithstanding any provision to the contrary within this **policy**, except for any cover provided under Section 3 - Public liability, Section 4 - Employers' liability and Section 5 - Terrorism, this **policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in this **policy**, these sections will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage is covered by the **policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Meanings of defined terms

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

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2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time element loss means business interruption, contingent business interruption or any other consequential losses.

X16 - Subsidence excess amendment clause

Under Special clause 1 Subsidence, ground heave and landslip **we** will not cover **you** for the first £1500 of each and every loss in respect of Section 1 - Buildings at this premises.

CD1 - Cyber and data exclusion

The defined term **Electronic data** attaching to **Section 3 -Public liability** of this **policy** is deleted.

The **Electronic data exclusion** attaching to **Section 3 -Public liability** of this **policy** is deleted and replaced by the following exclusion:

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

1. for **bodily injury**
2. for physical damage to material property
3. under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

For the purposes of this endorsement the following defined terms shall apply:

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned

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and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.