

Email to the Financial Ombudsman

Dear Mike Ward,

I was worried when you said 'except for narrowly definable circumstance' I was covered by the policies so I have double checked the insurance file (IF) I hope this helps.

1) You say we were the 'claimants' the insurers put 'solicitors'/ a legal firm onto us on the 3rd Dec 2007 during what was initially an investigation into liability. Page 155 of (unheard case of insurers) UCOI file. From then on we 'defended' the claim to them, their representatives including the landlord who they were acting for. This was the start of legal costs, it was action to legally defend a claim without a legal action commencing from us.²

2) Liability was never admitted or denied, breaching pre-action protocol page 205 UCOI.

3) As a leaseholder who paid a specific 'building insurance premium' (a separate and distinct bill with Excesses which were always paid for by us the lessee which would not be allowed if we were not a distinct building insurance policy holder and would breach the terms of our lease) evidence of which can be sent to you, we were an 'insured' party all covers therefore apply to us as if we were insured as a separate policy. See page 79 of first 'insurance file' IF covers sent to you.

4) There are a number of reference points that I will as a result of the above IF draw to your attention:

Page 5. Commercial Property - **Shops** - In connection with the **Business** of the policy holder

Page 6. Full Rebuilding Costs - including the cost of complying with local authority and or **other statutory requirements**

Page 7 Property insured (**Commercial Property** where required) The terms of the policy **apply separately** to each property as though **each had been insured by a separate policy.**

Page 9 If the property is made inhabitable by any cause insured We will pay the: **Rent**, Reasonable additional costs of **comparable accommodation** incurred by the policy holder

Page 12 **Search and Trace** - locating the **source** of damage to the property insured caused by escape of **water.**

Page 13 We will pay for cost of repairing damaged parts including the cost of **complying with building regulations.**

If property insured has not been kept in a good state of repair **we will pay for cost of repair or replacement**

Page 15 We will **not pay for** Loss or damage resulting from Faulty Workmanship, defective design

Page 18 POL All of this page especially the **legal title** and **7 years** which leaves claim open

Page 19 Defective Premises. Any liability under paragraph 1b in respect of which policy holder lessee is **entitled to indemnify** from any other source (HAPM insurance for structural defects)

We will also pay **defence costs and other expenses incurred**

Page 20 Denial of access (fire escapes and electricity cupboard) This policy extends to include any claim resulting from interruption of or interference with the business in consequence of accidental loss destruction or **damage to any property in the vicinity of the insured premises which prevents or hinders the use of or access to the insured premises whether the insured premises or property in it is damaged or not.**

CROSS LIABILITY CLAUSE

If more than one policyholder is named in the schedule each policy holder so named shall be considered as a **separate and distinct entity** and cover shall be construed as applying to each policy holder as though **each had been insured separately**

Page 20 Notice of Interests - The interest of leaseholder is **noted**

Page 21 **Conditions which apply to the whole policy** 1. 2. 3. 5. 8. (For the avoidance of doubt as to whether we are a policy holder) **the Company agrees to accept the designation under which such property has been entered in the policy holders books.**

Page 26 **Notify us immediately**

We may take over and conduct in the name of the policyholder **exclusive control in settlement of any claim**

We may also start legal action/proceedings

Fraud **benefits thereunder shall be fortified**

Page 27 **Policyholder** will not be prejudice by the actions of **leaseholders** (same applies)

Subrogation All necessary steps for enforcing rights (did this mean possession

as dates for rent payment were changed to repossess both shops on same day)

Page 41 Combined Liability - 2a Legal liability for damages and costs in respect of Property damage, Nuisance, **Trespass** or interference with **right of AIR**

Page 42 6. Excess POL Principle Extensions **Compensation for court attendance** £500 per day for directors which we were

Page 43 Warranties/Conditions **Fire Certificate is to be kept in force** for any premises. There are none.

Page 44. The **Business** Commercial Properties & leaseholders each that deem to be **noted**

Page 92 Insured Interest 1. property 2. **Business Interruption** loss of rent and/ or alternative accommodation 2005/2006

Page 102 Commercial Property **Shops** which we have been **notified**

Contents

Page 105 We will not pay for **wear and tear** or damage caused by the policyholder or their employees, we will pay for loss or damage caused by escape of **water**

Page 107 This section provides cover for accidental damage for which you are legally responsible to **pipes**

Page 109 **Search and Trace** caused by escape of water

Page 111 Contents paid for in **water escaping**

Page 130 2005 paid the premium (or our part)

Page 157 RSA combined liability Insured **associated companies lodged with the company** (noted interest lodged)

Page 158 Section 6 Excess POL **Primary Policy is UKU**

Page 162 Combined Liability Insurance - Schedule which forms an integral part of the policy

Shall be considered one document

Page 164 Irrespective of the number of Persons Entitled to Indemnity under this policy shall be treated as **one party or legal entity** so that there will be only one single contract of insurance between the company as one party and all the persons entitled to indemnity as the other party

Page 166 General Conditions 2a maintain all buildings. b. any defect or danger to be made good 3. Every letter in connection with circumstance forwarded to company. Written notice given to Company. Company has right to defend, settle or prosecute any claim in the name of the insured.

Page 168 Business shall mean that which is in the specific schedule

Page 170 Attending court as a witness daily rate £500

Page 171 Public Liability 1 C) Nuisance - Trespass - Interference with Easement right of Air

other than legal liability for damages which result from a deliberate act or omission of the insured or natural consequence of ordinary conduct

Page 174 Extensions to Section 2a 1. Cross Liabilities If the insured compromises more than one party the company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

2. Compensation for court attendance per day Directors £500

Page 179 A) Legal costs and other expenses B) Costs awarded against the insured Part B) 1. The landlord not covered 2. Same.

Page 180 The company shall pass notification to First Assist Group LTD they did not.

Page 183. Section 5 JCT The company will indemnify the insured parties in respect of any expense liability loss claim or proceeding, sustain by reason of damage to property, or by reasons of carrying out works. 1. Provided that; the insured parties contribution will be payable before the company is made liable 2. pay all costs in defence, investigation or settlement

Exclusions to section 5 1. A. Caused by the neglect omission or default of the contractor (landlord not covered as breached terms on all counts as proved by notice)

Page 184 Extension to section 5 A) Insured parties indemnified by reason of damage to any property happening during period of insurance B) Pay all costs in Defence or Investigation or settlement of claims

If the policy is not renewed the period of insurance under JCT shall extend to the completion date including maintenance or defects (floor)

Page 185 Conditions applicable to Section 5 (regardless of insured's contributions)

the defence or settlement of any claim to prosecute any claim in the name of the insured parties singly or jointly

Page 186 1. Excess POL. in accordance with the terms of the Primary Policy, which shall run concurrently with this policy 3. in addition where the primary policy provides. Provided that; in the event of the underlying insurers exercising a right under their policies to pay the limit of Indemnity, the company will provide indemnity for costs and expenses for which underlying insurers would have been liable had they not exercised that right B) in the event of total exhaustion continue this policy in force as the Primary insurance subject to the terms of this policy

Page 190. Limit of Indemnity shall be the maximum amount payable by the company in the circumstances stated in the schedule or elsewhere in this policy irrespective of the number of persons entitled to indemnity under this policy in respect of any insured event or during any period of insurance.

all persons entitled to indemnify under this policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the company as one party and all the persons Entitled to indemnify as the other party.

Page 192 General Conditions 2 A) and B) and 3 all breached by the landlord (3rd Party).

Page 193 Persons entitled to indemnity shall mean 1. A) The Insured 6) Business shall mean that which is specified in the schedule and conducted solely from premises in Great Britain and shall include C) fire and security and security services (security shutters and fire exit part of the claim)

Page 194. 8. Event one occurrence or series attributable to one source or original cause 9.) Insured's Contribution shall mean the amount specified in schedule which the insured agrees to pay

Page 195. The insurance provided by section 1 is on a costs inclusive basis whereby costs and expenses of the claimant and the costs and expenses (incurred by the company or with the company's written consent) of any person Entitled to Indemnify are included within the limits of indemnity stated in the schedule

Page 200. Extensions to Section 2 (each of which is subject otherwise to the terms of this policy) 1 Cross liabilities If the insured compromises more than one party the company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each.

NOT PART OF THE POLICY -

Page 211 Community also own some shops, etc which they rent out to tenants. Although Community call these people Leaseholders - (This needs checking badly worded derogatory and possible not written by the insurers at all so needs double checking!)

Community pays the £1000 excess and we should deal with - (same as above)
We as lessee's have always paid excess on all claims.

Page 261 Zurich over 2005/2006 Part C - Business Interruption Section 2. Page 14.

Odd reference August 2002 at bottom of page - Needs clarification. Some policies are kept in existence for years or are standard.

Page 262. Insured paying the first premium the Insured will provide insurance in terms of the policy in respect of injury, loss, Damage or liability for injury or Damage as defined.

The schedule and certificates form part of and should be read in conjunction with this policy

Page 263 Consequential Loss - Loss resulting from interruption of interference with the BUSINESS carried on by the INSURED at the PREMISES in consequence of the DAMAGE to the Property used by the INSURED at the premises for the purpose of BUSINESS

Contents - Tenant's improvements, alterations and decorations.

Page 264 (d) Personal belongings of any Director, Employee, Volunteer, customer or visitor but only for an amount not exceeding £1,000 in respect of any one person

Damage Material loss or damage

Insurer Zurich Insurance Company

Premises The premises specified in the schedule owned and/or occupied by the INSURED for the purposes of BUSINESS

Page 266 Each part of this policy is declared to be a separate contract

Warranties Non-compliance with any such warranty insofar as it increases the risk of Damage will be a bar to any claim

Page 267 Claims procedure (a) Action by the Insured. On happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured will: as soon as possible give notice to the INSURER (b) Rights of the Insurer. The Insurer may take over in the name of and behalf of the Insured the absolute conduct and control of all negotiations and proceedings (c) Subrogation The Insurer may take legal proceedings in the name of the Insured - for its own benefit any right of recovery of the Insured against other party and this condition will be evidence of the Insurer's right so to do whether before or after the Insured has received an indemnity.

Page 270 Part A Material Damage Section Definitions Damage **Accidental Damage** by any of the Insured perils specified in the schedule

Page 271 Section 2 Cover In the event of Damage to the Property insured specified in the schedule and occurring at the Premises during the period of insurance the Insurer will pay to the insured the value of the property at the time of the Damage or the amount of such Damage or at the insurers option replace, **reinstate** or repair the Property or any part of it

Rent The insurance on rent applies only whilst **any part** of the Building is sufficiently damaged to render it unfit for occupation.

Drains and Gutters - Cleaning and/or **repairing drains and/or sewers** and/gutters

Page 272 Tenants Subrogation Waiver - (b) the tenant **contributes to the cost of insuring** the buildings against the peril which caused the damage

Trace and Access In the event of Damage arising following the escape of water this insurance is extended in addition to the Sum insured to pay costs incurred in **locating the source** of Damage, **effecting repairs** and general **making good**

Mortgages, Freeholders and Lessors Clause Any **increase in damage** resulting from an **act of negligence** **will not prejudice the interest of the lessor**

provided that **such risk** is **without their** knowledge or **authority**

Tradesmen may be employed to effect repairs or minor structural alterations in the building **without prejudice to this insurance**

Page 273 **Work in Progress** Section 2 (b) Existing buildings and contents including **any period** for maintenance or **making good defects**

Section 3 - Cover In the **event of damage** to the Property insured the **Insurer will pay** to the insured **the value of the property** at the time of Damage

Section 4 Other Persons Indemnified The Insurers agree that: (a) all interests in the insurance by this part will be vested **jointly** in the Insured

Page 274 - Professional Fees - The insurance by each item on Works in Progress include an amount in respect of **architects, surveyors, legal and consulting fees** **necessarily and reasonably incurred** in the reinstatement or repair of Property insured consequent upon its Damage **but not for preparing any claims**

Exclusions (a) (i) The insurer will **not be liable for the cost of repairing or reinstating** any work executed as a result of its own defective design

which was defective

Page 275 Part C - BUSINESS INTERRUPTION section 1 Special Definitions
Annual Gross Revenue The Gross Revenue during the 12 months immediately before the date of the incident

Gross Revenue The money paid or payable to the INSURED for goods sold or for SERVICES rendered in the course of the BUSINESS at the PREMISES, excluding rent for housing premises

Incident - Damage to property used by the Insured at the premises for the purpose of BUSINESS

Indemnity Period The period during which the results of the BUSINESS are effected in consequence of the Incident, beginning with the Incident and lasting not longer than the maximum Indemnity Period specified in the Schedule + Office Buildings + Standard Gross Revenue

Notes 2. Provision will be made for the trend of the BUSINESS and for variations in or other circumstances, either before or after the date of the incident, which affect the BUSINESS or would have affected the BUSINESS had the incident not occurred, and the figures for Annual Gross Revenue and Standard Gross Revenue adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened.

Section 2 - Cover (a) Additional Expenses for the sole purpose of avoiding or diminishing the interruption of the interference with the BUSINESS

Page 276 Provided that (i) insurance in force at the time of the incident covering the interest of the Insured in the Property at the Premises against such damage

and

(ii) Payment has been made or liability admitted for such damage (or payment would have been made or liability admitted for such damage but for the proviso excluding liability for losses below a certain amount)

Alternative Trading If during the Indemnity Period goods are sold or services rendered elsewhere than the premises for the benefit of the business either by the insured or by others on behalf of the insured the money paid or payable in respect of such sales or services will be brought into accounting in arriving at the gross revenue during the indemnity period

Basis of Claim settlement - (a) in respect of Additional Expenditure (i) additional costs incurred in order effectively to continue administration and maintain services including fitting of out temporary premises, costs of removal, hiring of vehicles, plant, and machinery and incidental expenses relating thereto (ii) increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance due to the enforced occupation of temporary premises (iii) legal,

clerical and **other charges incurred** in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indices and **other office records less any sum** saved during the indemnity period in the insured's normal expenditure which **may have been affected** in consequence of the incident

(b) (ii) In respect of an increase in Costs of Working: the additional expenditure incurred **solely to avoid or diminish the reduction** in Gross Revenue which **but for that expenditure would have taken place during the Indemnity Period in Consequence of the Incident**, provided that such additional expenditure: (1) **is necessarily and reasonably incurred**

Page 277 **Professional Accounts** - Any detail contained in the Insured's business books required **by the Insurer** for the for the purposes of investigating or verifying any claim may be produced by professional accountants if at any time they are regularly acting as such for the Insured and their report will be prima facie evidence of the details to which such reports relates. Te Insurer **will pay** to the insured the reasonable charges payable to its professional accountants for producing such evidence and reporting to the Insurer and the Insured **that such details are the liability of the insurer as specified**

Section 4 - Special Circumstances

1. Any loss as insured by this Part resulting from interruption of or interference with the Business in consequence of the Damage to the Property at the under noted situation within the territorial limits will be deemed to be an incident: (a) any generating station or sub-station of **any public electricity supply** undertaking (b) any land-based premises of any **public gas supply** undertaking or any natural gas producer linked directly to them (c) any water works and pumping station of any **public water supply** undertaking (d) any land based premises of **any public telecommunications** undertaking from which the insured obtained electricity, gas, water or telecommunications services (e) in the **vicinity** of the Premises which prevents or **hinders, the use** of or access to the Premises excluding any Damage to the Property of any supply undertaking to the prevents or hinders the supply of services by an electricity, gas, water or telecommunications undertaking to the premises

2. The insurance by this part is extended to include **loss resulting from interruption of or interference** with the **BUSINESS carried on** by the insured at the Office Buildings in consequence of: (a) (ii) any discovery of an **organism** at the office buildings **likely to result in the occurrence** of a **Notifiable Disease** (iii) any occurrence of a Notifiable Disease within a radius of 25 miles of the Office Buildings and the discovery of **vermin or pests** at the office buildings (c) any accident causing defects in the **drains** or other sanitary arrangements at the Office buildings on the order or advice of a competent local authority (Environmental Health)

Page 278 Special Provisions: (b) for the purposes of this Special Extension: (i) **Indemnity Period will mean the period during which the results of the BUSINESS are affected in consequence of the occurrence**, discovery or accident, beginning with the date from which the restrictions on the Office Buildings are applied (or in the case of (d) above the date of the occurrence) and ending not later than the

Maximum Indemnity Period thereafter. Maximum Indemnity Period will mean three months.

Page 279 Insured Perils 2. (a) Damage or Consequential loss arising from (i) **confiscation**, requisition or destruction by order of the government or any **public authority** (ii) cessation of work (c) Consequential Loss arising from deliberate erasure, loss, **distortion or corruption of information** on computer systems or other records, programs or software 6. **Escape of water** from any tank, apparatus or **pipe** 10. **Loss of rent/temporary accommodation** 11. **Accidental damage to supply pipes** and cables. Accidental damage to fuel oil supply pipes, **water** and gas supply pipes, **sewerage and drainage pipes**.

Page 280 15. Theft or attempted theft, other than: (c) involving parting with title and possession of any Property insured if **induced** to do so by **fraud, trick or false pretence**

The Insurer will also indemnify the Insured for the cost of: (i) repair of Damage to Buildings caused by theft or **attempted theft** of the **PROPERTY** insured where the **Insured is legally responsible for the cost of repairing such Damage**

16. Subsidence or Ground Heave of any part of the site on which the property stands or landslip **excluding: (b) Damage or Consequential loss caused by or consisting of: (iv) defective design or workmanship or the use of defective materials** (c) Damage or consequential loss which originated prior to the inception of this cover (d) **Damage or consequential loss** resulting from (i) demolition, construction, structural alteration or **repair** of any Property

17. Accidental Damage being all risks of Damage to the Property insured **excluding: (b) Damage or Consequential loss caused by latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials but this will not exclude subsequent Damage or Consequential Loss which itself results from the cause** not otherwise excluded

Page 282 Part D 'All Risks' Section 1 - Cover **In the event of accidental Damage to the Property insured specified in the schedule arising during the Period of Insurance** within the territorial limits the Insurer will pay to the insured the **value of the Property** at the **time of the Damage** or any part of it provided that the liability of the Insurer will not exceed: (a) in the whole the total sum insured.

Section 2. Exclusions The insurer will not be liable for: (b) DAMAGE caused by: (i) **latent defect**

Page 284 Additional Cover - 1. European Community Legislation, or 2. **Building** or other **Regulations** or Bye-Laws of any public authority (hereafter referred to as "the stipulations") **in respect of Damage to Property insured - Undamaged portions** **Excluding: (a) the cost incurred in complying with the stipulations: (i) in respect of Damage occurring prior to the granting of cover by this extension (iii) under which notice has been served upon the insured prior to the happening of the Damage** (iv) for which there is an **existing requirement which has to be**

implemented within a given period (b) the additional cost that would have been required to make good the Property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the stipulation not arisen (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the stipulations

Special Conditions 1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within further time as the insurer may allow (during the said 12 months) and may be carried out upon another site (if stipulations so necessitate) subject to the liability of the Insured under this extension not being thereby increased. 2. If the liability of the INSURED under this Part other than from this Additional Cover shall be reduced by the application of any of the terms and conditions of this part then the liability of the Insurer under this additional cover shall be reduced in like proportion. 3. The total amount recoverable under any item of this part in respect of this Additional Cover shall not exceed: (a) in respect of the loss, destroyed or damaged Property; (b) in respect of the undamaged portions of Property (other than the foundations) 15% of the total amount for which the Insurer would have been liable had the property insured at the premises where the Damage has occurred been wholly destroyed.

Page 285 Non-Invalidation This insurance will not be invalidated by any act omission or by any alteration which increases the risk of Damage without the authority or knowledge of or beyond the control of the insured, provided that immediately the insured becomes aware of the increased risk of Damage notice is given to the Insurer and any additional premium paid.

Professional Fees The Insurance by each item on Buildings and/or Contents includes an amount in respect of Architects', Surveyors', Legal and Consulting Fees necessarily and reasonably incurred in the reinstatement or repair of the Property insured consequent upon its damage but not for preparing any claim. The amount payable under each item will not exceed in total its Sum Insured.

Page 287 Special Conditions Designation For the purposes of determining where necessary the heading under which any Property is insured, it is agreed to accept the designation under which such Property has been entered in the Insured's books.

Other Interests It is agreed and understood that where the Insured so intend the interests of parties other than the Insured in this insurance are admitted, the nature of such interests to be declared in the event of loss.

Page 288 Exclusions 1. the Excess will apply to each and every loss in respect of each separate Premises. 2. Pollution or Contamination Damage to Property or Consequential Loss caused by or resulting from pollution or contamination but this will not exclude Damage or Consequential Loss not otherwise excluded, caused by (b) any of the insured perils 1-15 if insured which itself results from

pollution or contamination 3. This exclusion does not apply to Damage or Consequential loss by **theft** if the Insured Perils 15 is specified in the schedule.

Page 289 4. (a) Damage to any Property more specifically insured by or on behalf of the insured (b) consequential loss of any kind other than loss of rent if insured.

Page 291 (c) The insurer's liability for Damage or Consequential Loss as set out in the sub-clause 2(a) **above shall not exceed in respect of all losses arising out of any one occurrence** and in the aggregate in any one period of Insurance the lower of either any limit of Liability or Sum insured stated in these parts or the Limits shown against the items in (i) to (iii) below (where insured by these Parts) after the application of all provisions of this Policy including any contributions by the Insured. (ii) (1) Houses and blocks of flats including associated loss of rent £2,500,000 (2) The costs of Alternative Accommodation and Rent in respect of Buildings described in (ii) (1) above £2,500,000 (iii) (1) Business Interruption including Rent Receivable not associated with houses and block of flats £100,000 (d) For purposes of sub-clause 2(c) above if any block of flats is partly occupied for retail or other commercial purposes the limits shall apply as follows: (i) where the proportion, designated for residential use is at least 80% of its Sum Insured the above Limit(s) of £2,500,000 shall apply to the residential portion **and additionally the £100,000 limit(s) specified above shall apply to the remainder**

Page 292 **Special Conditions** 1. The liability of the Insurer for **repair or restoration of Property which is only partially damaged will not exceed the amount which would have been payable had such Property been wholly destroyed.** 3. Any additional amount which may be payable solely due to this Reinstatement Condition will be paid only if: (a) **Reinstatement commences and proceeds without unreasonable delay** 4. (b) All the terms and conditions of this Part will apply: (b) **where claims are payable as if this Reinstatement Condition had not been incorporated.**

Page 293 (c) When the Buildings continue to be **unoccupied after 120 days**

Special Definitions **Declared Value** the insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with the **Reinstatement provisions at the level of costs applying** at the inception of each Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowances for: (a) **the additional cost of reinstatement to comply with European and Public Authority requirements** (b) **Professional fees**

Page 294 B. Event The Insurance will not be liable for the amount of any deductibles specified in the schedule in respect of the total of all losses arising from any one occurrence as ascertained after the application of all other terms and conditions of the relevant Part(s) including Average. For losses attributed separately to Insured Perils 5 or 6 an **occurrence means any separate period of 72 consecutive hours during the currency of the insurance.**

Page 297 Public Liability Part F - Public Liability Section 1 - Special Definitions
Financial Loss Loss or Damage other than arising from Injury or Damage to
Property.

Pollution and Contamination (a) All pollution or Contamination of Building's or
other structures or of **water** or land or the atmosphere and (b) all loss or Damage
or Injury directly or indirectly caused **by such pollution or contamination**.
Products. **Goods** (including containers, packaging, labeling and instructions)
sold, **supplied**, repaired, altered, treated, erected or installed by the Insured in
connection with the Business

Page 298 (d) (i) in **defending any claim** for damages

Section 3 - **Financial Loss**. The Insurer will indemnify the Insured in respect all
sums which the Insured may become legally liable to **pay damages and claimants**
cost and expenses for Financial Loss arising as a result of a negligent act or
accidental error or accident omission committed or alleged to have been
committed, within the geographical limits, **by any employee** or volunteer in, or
about, or in consequence of, their duties arising out of the Business occurring
during the period of Insurance.

In addition the insurer will pay all costs and expenses incurred with its written
consent: (i) defending a claim. Exceptions The insurer will not be liable for
Financial Loss: (a) **caused by the failure of the Insured to fulfil its obligations**
under any contract entered into with the claimant. Section 4 - Indemnity to Other
Persons. The Insurer will indemnify under the terms of this Part at the Insured's
request: (d) any principle for whom the insured is or has been carrying out work
but only to the extent required by the contract for work (e) (1) is not entitled to
indemnify from any other source

Page 343 **Legal Defence** (4) The Insurer **will represent the Person Insured in**
appealing against the imposition or terms of any Statutory Notice issued under
legislation affecting the Business (The Section 25 Notice and Eviction)

Section 5 **Property Protection** and Bodily Injury. (A) **Property Protection. Insured**
Incident. The Insurer will negotiate for the Insured's legal rights in any civil
action relating to Property which is owned by; or the responsibility of the
Insured following: (1) any event which causes or could cause Damage to such
Property; or (2) any Nuisance or Trespass

Page 344 Exceptions. (5) **defending a person's legal right** other than in defending
a counter-claim (Section 25 Notice to double the rent unless we fixed the floor
(an insured risk) and an improper inducement, then illegal eviction, before any
emergency court action took place to get an injunction which was upheld upon
the issues of disrepair being insured risks and it being ordered that that was to
be dealt with in the county court proceeding which it was further ordered were
to be dealt with very expediently, no rent was to be paid further by order and
Quiet Enjoyment (including the fixing of outstanding repairs) was also ordered.

Page 345 Exceptions The insurer will not provide indemnity in respect of or arising from or relating to: (1) any claim relating to: (ii) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement

Page 346 Debt Recovery - Insured Incident (d) the insurer has the right to select the method of enforcement, or to forgo enforcing judgement if the Insured is not satisfied that there are, or will be, sufficient assets available to satisfy judgement. Exceptions The Insurer will not provide indemnity in respect of or arising from or relating to (1) the recovery of money and interest due from another party where the other party intimates that a defence exists

----- END NOTES-----

The insurance policy was not adhered to instead the only action that was taken by our insurer throughout and with notice and knowledge of our position at all time was to pursue a protracted legal enforcement to keep us out of our premises despite payments being made by us the insured for the above cover and because payment was made it did not matter if liability was admitted or not as we were covered.

I attach the Final submissions of the case at the county court which is an accurate and factual document of the outcome of the court case of what was agreed and disagreed with regards to the building where our business took place that can be used by the Financial Ombudsman Service to make judgement as to whether we were covered regardless.

With Kind Regards

Ms Mary J Valdivieso Fortuno Flores

I understand now that you have found out it is Lloyds as the underwriter not AXA but UKU made all the decisions. I also understand from you that I cannot sue Lloyds. They have immunity anyway in the UK.

Rule 2.7 clearly does not apply to me:

To be an **eligible complainant** a **person** must also have a **complaint** which arises from matters relevant to one or more of the following relationships with the **respondent**:^{2, 3}

(1) the complainant is (or was) a customer,^{5, 6} **payment service user**⁴ or electronic money holder^{5, 6} of the **respondent**;

(2) the complainant is (or was) a potential customer,^{5, 6} **payment service user**⁴ or electronic money holder^{5, 6} of the **respondent**;

(3) the complainant is the holder, or the beneficial owner, of **units** in a **collective investment scheme** and the **respondent** is the **operator** or **depository** of the **scheme**;

(4) the complainant is a beneficiary of, or has a beneficial interest in, a **personal pension scheme** or **stakeholder pension scheme**;

(5) the complainant is a **person** for whose benefit a **contract of insurance** was taken out or was intended to be taken out with or through the **respondent**;

- (6) the complainant is a [person](#) on whom the legal right to benefit from a claim against the [respondent](#) under a [contract of insurance](#) has been devolved by contract, assignment, subrogation or legislation (save the European Community (Rights against Insurers) Regulations 2002);
- (7) the complainant relied in the course of his business on a cheque guarantee card issued by the [respondent](#);
- (8) the complainant is the true owner or the [person](#) entitled to immediate possession of a cheque or other bill of exchange, or of the funds it represents, collected by the [respondent](#) for someone else's account;
- (9) the complainant is the recipient of a banker's reference given by the [respondent](#);
- (10) the complainant gave the [respondent](#) a guarantee or security for:
- (a) a mortgage;
 - (b) a loan;
 - (c) an actual or prospective [regulated consumer credit agreement](#);
 - (d) an actual or prospective [regulated consumer hire agreement](#); or
 - (e) any linked transaction as defined in the Consumer Credit Act 1974 (as amended);
- (11) the complainant is a [person](#) about whom information relevant to his financial standing is or was held by the [respondent](#) in operating a credit reference agency as defined by section 145(8) of the Consumer Credit Act 1974 (as amended);
- (12) the complainant is a [person](#) :[7](#), [8](#) [7](#), [8](#)
- (a) from whom the [respondent](#) has sought to recover payment under a [regulated consumer credit agreement](#) or [regulated consumer hire agreement](#) in carrying on debt-collecting as defined by section 145(7) of the Consumer Credit Act (1974) (as amended); or [7](#), [8](#)
 - (b) in relation to whom the [respondent](#) has sought to perform duties, or exercise or enforce rights, on behalf of the creditor or owner, under a [regulated consumer credit agreement](#) or [regulated consumer hire agreement](#) in carrying on debt administration as defined by section 145(7A) of the Consumer Credit Act (1974) (as amended); [7](#), [8](#)
- (13) the complainant is a beneficiary under a trust or estate of which the [respondent](#) is trustee or personal representative; [9](#)
- (14) (where the [respondent](#) is a [dormant account fund operator](#)) the complainant is (or was) a [5](#), [6](#) customer [5](#), [6](#) of a [bank](#) or [building society](#) which transferred any [balance](#) from a [dormant account](#) to the [respondent](#). [9](#)

I therefore look forward to the FOS's decision as to my legal cover 7 years later in this matter and other cover business interruption issues, which were clearly ignored, leaving me to date without a penny in compensation and having to fight this case as is my right but with great anxiety as to my ability without a lawyer to get any justice at all. It is utter corruption of the highest order!