

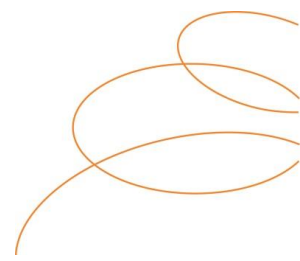
Summary of Changes – Leaseholders Combined Policy Wording

This document aims to provide a summary of the changes to cover made by the updating of Leasehold (Inc Terrorism) V5 GDPR 23-03-2023 to Leaseholders Combined v6.0 – 15.12.25.

We have split the changes detailed here into the key changes which will have more of an impact on cover and then some more detailed cover changes which will affect specific parts of cover.

As the format and structure of the wording has changed substantially it does not aim to identify incidental changes which do not materially affect cover for the sake of conciseness and clarity.

Please note that this document provides a non-personalised summary of material changes made to the previously referenced Leasehold (Inc Terrorism) V5 GDPR 23-03-2023. Incidental changes have not been included. Whilst all reasonable care has been taken to ensure that the information contained herein is comprehensive and accurate, Protector does not accept any liability for any direct, consequential, or other loss arising from reliance on the contents of this summary of changes document and would affirm the importance of reading the Leaseholders Combined v6.0 – 15.12.25 in full.



Key Changes

These represent the key changes to cover from the previous version of the wording.

Alternative Accommodation Costs, Rent or Maintenance Charges

The limit of cover has now been reduced from 33% to 25% of the sum insured for the damaged buildings for any one claim. The definition of an uninhabitable building has been clarified.

3. Alternative Accommodation Costs, Rent or Maintenance Charges

If the **Buildings** are rendered **Uninhabitable** due to loss or **Damage** to **Buildings** caused by any of the perils listed in Section 1 – Defined Perils **The Insurer** will provide cover for:

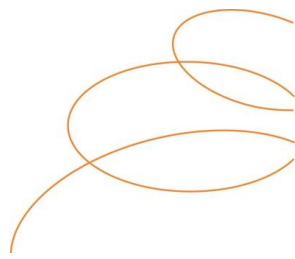
- a) The reasonable cost of alternative accommodation for **The Insured, The Insured's Immediate Family** and **The Insured's** domestic pets;
- b) The rent or maintenance charges **The Insured** would have received had the loss not occurred;
- c) The reasonable costs for temporary storage of furniture.

Provided that **The Insurer** shall not be liable for:

- d) Any costs exceeding 25% of the **Sums Insured** of the **Buildings Damaged** for any one claim, unless stated otherwise on the **Schedule**;
- e) Any costs the tenant should pay once the **Buildings** can be occupied again; or
- f) Any costs **The Insured** agree to pay without **The Insurer's** written consent.

For the purposes of this extension:

Uninhabitable means a **Building** is deemed to be unstable as defined under the Housing Act 1985 or if it is unfit for human habitation due to inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities or effective drainage/sewage systems.



Sublet Properties

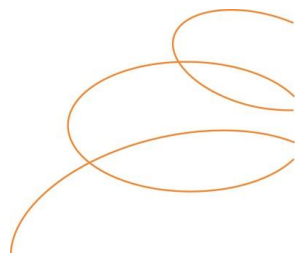
The following exclusions will now apply in respect of sublet properties.

9. Sublet Properties

In respect of any self-contained dwellings within the **Buildings** that have been sublet in whole or part:

- a) Cover under Section 1 – Property Damage of the **Policy** shall exclude the following perils as defined in Section 1 – Defined Perils:
 - i. Accidental Breakage of Glass and Sanitary Ware.
- b) **The Insurer** shall not be liable for
 - i. The first £500 or the Section 1 **Excess**, whichever is higher in respect of each and every loss;

This exclusion shall not apply to any subsequent **Damage** caused to other portions of a **Building**.



Asbestos Accidental Discovery

Claims must occur after the agreed retroactive date and be reported during the period of insurance and within 30 days of discovery. The limit is increased to £5,000,000 in the aggregate, and a minimum excess of £5,000 now applies.

The following are now excluded:

- fear of consequence to exposure to asbestos;
- damage to property due to the presence of asbestos.

1. Asbestos Accidental Discovery

The indemnity provided by this extension is on a claims made and notified basis.

General Exclusion Asbestos shall not apply under this section in relation to **Asbestos** or materials containing **Asbestos** which is discovered in any **Property** owned or occupied by **The Insured** provided that:

- a) Such discovery is or was unexpected and upon discovery of the presence of **Asbestos** or materials containing **Asbestos** all work is or was stopped as soon as practicable and:
 - i. Removal of the **Asbestos** is carried out as soon as reasonably practicable after discovery;
 - ii. The removal is or was carried out by a specialist contractor authorised or licensed to perform such removal under the **Asbestos** licensing regulations in force at the time of discovery;
 - iii. **The Insured** shall have taken all reasonable steps to ensure the health and safety of all those likely to be affected;
 - iv. **The Insured** complies/complied with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 where applicable;
 - v. **The Insured** notifies/notified **The Insurer** as soon as practicable and in any event within 30 days after the unexpected discovery; and
 - vi. The claim is first made against **The Insured** during the **Period of Insurance** and is notified to **The Insurer** during the same **Period of Insurance** or within 30 days of the expiry thereof.

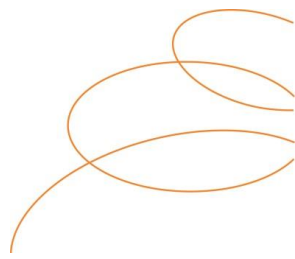
The Insurer shall in no circumstances be liable for claims in respect of:

- b) Fear of the consequences of exposure to **Asbestos**;
- c) **Damage** to or loss of use of **Property** due to the presence of **Asbestos** or materials containing **Asbestos**; or
- d) Any **Occurrence** prior to the Retroactive Date.

The Insurer's total liability under this **Section** will not exceed £5,000,000 in the aggregate in any one **Period of Insurance**. This limit will form part of and not be in addition to the **Limit of Indemnity** stated in **The Insured's Schedule**.

The Insurer shall not be liable for the first £5,000 or the Section 2 **Excess** as stated on the **Schedule**, whichever is higher in respect of each and every **Occurrence**.

For the purposes of this extension **Retroactive Date** means the date stated in the **Schedule**.



Cover Changes

These changes highlight any changes which may have a material impact on the insured's cover or requirements.

How to Use Your Policy

Cancelling the Policy – The insurer must give a minimum of 14 days notice to the insured to cancel the policy, increased from 7 days.

Policy Definitions

Now explicitly defined:

- Asbestos
- Bodily Injury
- Business
- Costs and Expenses
- Defence Costs
- Employee
- Limit of Indemnity
- Motorised Vehicle
- Occurrence
- Policy
- Property/Property Insured
- Sections
- Total Sum Insured

Several definitions have now been moved from Section 3 to General Definitions, there is no impact on cover.

Buildings – The fixtures and fittings definition is now included within this definition.

Damage or Damaged – The definition of Accidental Damage is now replaced with the Damage definition.

Excess – Excess has been clarified to include costs and expenses and costs incurred in handling the claim.

Professional Fees – Fees definition now renamed to 'Professional Fees'.

Immediate Family – Replaces the definition of Family.

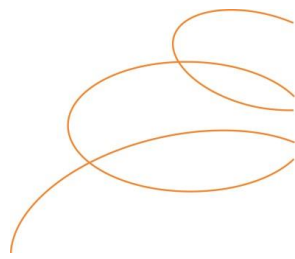
The Insured – Replaces the definition of You/Your/Insured. Has now been extended to explicitly include leaseholders in properties owned or managed by the insured.

The Insurer – Replaces the definition of We/Us/Our.

Period of Insurance – Period of Insurance has now been more precisely defined.

Pollution or Contamination – The definition has been moved from General Exclusions, and now includes any loss, damage or bodily injury directly or indirectly caused by pollution or contamination.

Premises – Now clarified to include any list of leasehold properties which the insured are



responsible for, supplied by the insured to the insurer, including their grounds.

Territorial Limits – Replaces the definition the United Kingdom.

Unoccupied – Any building, or portion of a building that is not in active use for a period of more than 30 consecutive days and no works are currently taking place.

General Conditions

Alteration in Risk – Instead of notifying the insurer when a property is used for any purpose other than domestic accommodation, the insured must now notify the insurer if the material risk is altered, and the insurer will then be able to alter terms if necessary. The insurer must also be notified if the insured's interest ceases except by the operation of law or if the insured is wound up or otherwise permanently discontinued.

Fraudulent Claims – This clause has been expanded to provide further clarity on the process in the event that a fraudulent claim has been made.

Observance of Policy Terms – For a claim to be paid out, the insured must comply with the terms and conditions of the policy. A breach of a condition will not invalidate a claim if the breach did not increase the risk of the loss that occurred.

Other Insurances – The insurer will now not be liable to contribute to a claim where there are any other insurance in force covering the same loss.

Applicable Law and Jurisdiction – Clarification that the policy is subject to the laws of England and Wales or the laws of Scotland where the insured's registered office is situated in Scotland, and English will be the language of the contract.

Limit of Indemnity – The insurer's liability will not exceed the limit of indemnity stated in the Schedule.

Subrogation – The insurer reserves the right to pursue recoveries after a claim has been paid.

Long Term Undertaking – This definition has now been removed from the wording and will be outlined on the policy schedule should a long term agreement be taken.

General Exclusions

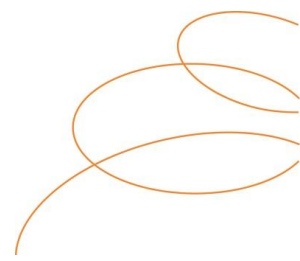
Pollution or Contamination – This exclusion has been moved to each specific coverage section.

Radioactive Contamination – Expanded to include weapons or other devices utilising radioactive material.

Confiscation – Confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority is now excluded.

Electronic Risks – This exclusion has now been moved from Section 3 – Terrorism to apply to the whole policy in the place of the Cyber exclusion that was previously in the wording.

Motor – The exclusion of loss, injury or damage arising from ownership or use of motorised vehicles has been moved from Section 2 – Property Owners Liability to the General Exclusions and now applies to all sections in the policy.



Claim Conditions

Arbitration – If any difference arises as to the amount to be paid under the policy, such difference can now be referred to an arbitrator.

Control of Claims – The insurer now has the right to take and keep possession of a building where damage has occurred, take possession of any salvage, and conduct all negotiations, legal defence, and settlements in the insured's name. The insurer may also pursue recovery actions against third parties. The insurer has the right to pay to the insured the maximum sum payable in respect of any occurrence and the insurer shall not be under any further liability in respect of that occurrence.

Fraud – A fraudulent claim by one "covered person" now explicitly does not affect the cover provided under the contract for any other person.

Option to Rebuild – The insurer may now rebuild or restore damaged buildings but are not bound to rebuild the property exactly or completely in the same form and only as circumstances permit.

Section 1 – Cover

Basis of Settlement – The insurer will now pay for European Union & Public Authorities Stipulations in respect of property insured that has suffered damage, including also for undamaged portions limited to 15% of the amount the insurer would have been liable to pay to reinstate the buildings had they been wholly destroyed.

Section 1 – Defined Perils

Riot & Civil Unrest – Malicious persons or vandal has been removed from this defined peril and are more explicitly covered in the separate defined peril of Malicious Persons or Vandals.

Theft or Attempted Theft – Now excludes all loss or damage where entry to the building was not gained by forcible and violent means.

Falling Aerials and Equipment – Wind turbines have now been removed from the list of covered equipment.

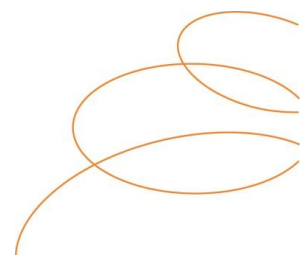
Section 1 – Extensions

Automatic Reinstatement – The insured will now undertake to carry out any measures that the insurer may require to prevent further damage or enhance the security of the buildings.

Inadvertent Omission to Insure – Properties that have accidentally not been declared to the insurer will now be covered up to a limit of £10,000,000 in respect of any one building, subject to notification upon discovery.

Landscaped Gardens – The insurer will now cover up to £50,000 per any one occurrence for the costs of repairing damage to landscaped grounds caused by emergency services attending in response to damage done to the property by fire, malicious persons/vandals, theft or attempted theft, or subsidence.

Loss of Metered Water or Oil – Cover will now not be provided for damage caused by the



defined peril of riot and civil unrest

Unauthorised use of metered electricity, gas or water – The operation of this clause has now been clarified.

Workmen – It is now clarified that workmen are allowed into buildings for repairs or alterations without prejudicing cover.

Section 1 – Settling Claims

How we settle claims – Fees and other costs included in settling a claim now excludes any costs incurred in preparing claims.

If repairs or replacement are not completed – The policy now covers rebuilding at another site in the case of a total loss.

Inflation protection – The insurer will no longer change the buildings sum insured monthly using index-linking.

Section 1 – Conditions

Insurer's Option to Rebuild – The insurer may now rebuild or restore damaged buildings but are not bound to rebuild the property exactly or completely in the same form and only as circumstances permit.

Lessees and Mortgagees (Non-Invalidation Clause) – The named insured (the organisation(s)/person(s) named on the schedule, excluding leaseholders) now have the responsibility to notify the insurer as soon as reasonably practicable after they become aware of an increase in risk. The clause now clarifies that the named insured ought to reasonably have become aware of any increases in risk that would have come to their attention through diligent management of the property.

Reinstatement – If a building is reinstated, the insured must provide all plans and documents that are reasonably required at their own expense. The insurer is also not bound to reinstate the building exactly, only as circumstances permit, and will not be bound to expend more than the sum insured for any one item.

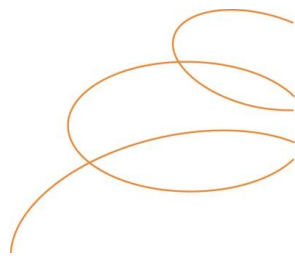
Seventy-Two Hour Provision – Damage occurring within 72 consecutive hours of and arising from the defined peril of Storm or Flood is now deemed to be caused by one Occurrence.

Subrogation Waiver – Claimants under the policy shall now take or permit to be taken all steps to enforce right against any other party. The insurer now waives any rights of subrogation against any tenant, sub-tenant, or lawful occupier of the building for non-criminal acts, as well as any parent or subsidiary company related to the insured.

Section 1 – Exclusions

Civil Commotion in Northern Ireland – Damage in Northern Ireland caused by the defined perils of riot & civil unrest or malicious persons or vandals is now excluded.

Collapse – Damage to buildings caused directly by their own collapse/cracking is now excluded unless the damage is caused by a defined peril.



Consequential Loss – Consequential loss or damage, except loss of rent/alternative accommodation, is now excluded.

Electrical Apparatus or Fittings – The wording now explicitly excludes any cover for damage to any electrical apparatus or fittings where damage is caused by the defined peril of fire due to the item's own internal failure.

Excluded Causes – The policy now excludes all damage caused by gradual deterioration (e.g. corrosion, rust, etc.) and the deliberate act of a utility company withholding services. This does not exclude damage which results from, or subsequent damage from, a defined peril.

Pollution or Contamination – Damage caused by pollution or contamination is generally excluded, but the insurer will pay for damage caused by pollution or contamination that results from a defined peril or any defined peril that itself results from pollution or contamination.

Property in the open – Damage caused directly by wind, rain, snow, etc. to moveable property in the open or to fences and gates is now excluded.

Section 2 – Cover

The insurer's liability shall now not exceed £5,000,000, including all costs and expenses, any one occurrence for all claims made under section 2.

Accidental Discovery of Asbestos, Asbestos Fibres, Asbestos Dust or Asbestos-Containing Materials has now been moved to Section 2 – Extensions.

Section 2 – Exclusions

The following clauses were previously endorsed on the policy schedule and have now been included in the wording:

- Limited Cyber Exclusion Clause
- Liquidated or Punitive Damages
- Professional Advice, Design or Specification

Pollution or Contamination (including in USA/Canada) – Liability in respect of pollution or contamination occurring anywhere in the world is now excluded.

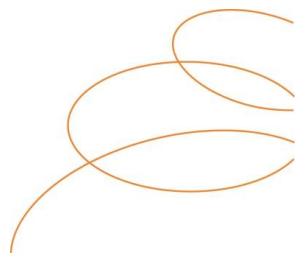
Property Held in Trust – The exclusion has now been clarified to exclude liability arising from damage to property in the insured's control that is borrowed, rented, leased, etc.

Asbestos – Liability arising as a consequence of manufacture, processing, handling, etc. of asbestos is now excluded.

Accidental death, disease, illness or injury arising out of any business, trade, profession or employment – This exclusion has now been removed.

The insured living in or occupying land or buildings other than the premises itself – This exclusion has now been removed.

Any claim or legal proceeding brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands – This exclusion has been removed and is covered by Section 2 – Cover only applying within the territorial limits.



Liability, if the insured are entitled to indemnity under any other insurance agreement – This exclusion has been removed for this section and is addressed in the Other Insurances clause in the General Conditions section of the policy.

Loss, injury or damage arising out of owning, possessing or using motorised vehicles – This exclusion has been removed from this section and is covered by the Motor clause in the General Exclusions section of the policy.

