

Select

# Property Owners

Policy

Allianz Insurance plc | Commercial

**Allianz** 



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# Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial service providers.

With Allianz Insurance plc you can be confident that you're insured by a Company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

## Important

**Should you need further details or have any questions your insurance adviser will be delighted to help.**

**This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.**

Your Property Owners Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser or the Allianz office that issued your Policy know – adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction and the Insuring Clause
- the General Definitions; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you, including the Exclusions and Conditions which apply to the Section
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

# General Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

## Policy

The document described in the Introduction

## Section/Sections

The parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

## Schedule

The part of this Policy that details proposal and other information forming the basis of this contract and that shows the Sections of this Policy that are insured

## Insurer

Allianz Insurance plc

## Insured

The Insured named and shown in the Schedule

## Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule

## Business

The Business Description stated in the Schedule

## Sum Insured

The maximum amount the Insurer will pay for each item insured under any Section

## Total Sum Insured

The total of the Sums Insured for each item payable by the Insurer under any Section

## United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

## Excess

(not applicable to the Employers' Liability Section)

The first part of each and every claim, for which the insured is responsible

# Insuring Clause

The proposal or any information supplied by or on behalf of the Insured forms the basis of this contract between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of this Policy) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Chief Executive

# General Exclusions

This Policy does not cover

## 1. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature

- a. directly or indirectly caused by or contributed to by or arising from
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b. directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - i. dispersing radioactive material and/or ionising radiation  
or
  - ii. using atomic or nuclear fission and/or fusion or other like reaction.

Exclusion 1.a. does not apply to the Employers' Liability Section when insured by this Policy other than in respect of:

- i. liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusion 1.b. does not apply to the Employers' Liability, Property Owners Liability, Accident and Business Travel Sections when insured by this Policy.

Exclusions 1.a. and 1. b. do not apply to the Fidelity Guarantee, Terrorism and Directors and Officers Sections when insured by this Policy.

## 2. War (Not applicable to the Employers' Liability, Accident and Business Travel, Terrorism, Fidelity Guarantee and Directors and Officers Sections)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3. Terrorism (Not applicable to the Employers' Liability, Property Owners Liability, Accident and Business Travel or Terrorism [when insured as a separate section] Sections)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:
  - loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
    - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
    - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any government de jure or de facto

- b. in respect of territories other than those stated in a. above:
  - loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
    - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
    - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

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

4. **E.Risks** (Not applicable to the Employers' Liability, Property Owners Liability, Accident and Business Travel Sections)

- a. loss or destruction of or any damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i. programming or operator error whether by the Insured or any other person
  - ii. Virus or Similar Mechanism (as defined below)
  - iii. Hacking (as defined below)
  - iv. malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
  - v. failure of external networks

unless, in respect of a. i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion  
unless, in respect of a.i., ii. or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion  
unless, in respect of loss or damage to other property arising from a.i., ii. or iii. above resulting from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons

- ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
- iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software  
unless, in respect of d. ii. and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- e. any financial loss or expense of whatsoever nature including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion  
unless, in respect of c., d. ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.

### For the purpose of this Exclusion:

#### Computer Equipment

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

#### Virus or Similar Mechanism

Means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to "Trojan Horses", "Worms" or "Logic Bombs".

#### Hacking

Means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

# General Conditions

## 1. Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

## 2. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

## 3. Claims

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of this Policy and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a. notify the Insurer as soon as reasonably possible
- b. pass immediately and unacknowledged any letter of claim to the Insurer
- c. notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss, which may form the subject of a claim under this Policy
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action, which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as the Insurer may reasonably require
- g. furnish with all reasonable despatch at the Insured's expense such further particulars and information as the Insurer may reasonably require
- h. make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j. allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any

claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

No claim under this Policy shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

## 4. Cancellation

The Insurer may cancel this Policy by giving the Insured thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this Policy is paid by instalments and in the event that the Insured fail to pay one or more instalments whether in full or in part the Insurer may cancel the Policy by giving seven (7) working day's notice in writing to the Insured sent to their last known address.

## 5. Fraud

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document device or statement this Policy shall be void and the Insured will forfeit all rights under the Policy. In such circumstances the Insurer retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

## 6. Discharge of Liability

(Only applicable to the Property Owners Liability, and Directors and Officers Sections)

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

## 7. Law Applicable and Jurisdiction

Unless otherwise agreed by the Insurer

- a. the language of the Policy and all communications to it will be English; and

- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts; and
- c. each party to this Policy agrees to waive any right that it may have to object to an action being brought in the English courts or to claim that the action has been brought in an inconvenient forum or to claim that the English courts do not have jurisdiction.

## 8. Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

## 9. Assignment

The Insured shall not assign any of the rights or benefits under this Policy or any Section of this Policy without the prior written consent of the Insurer

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy or any Section of this Policy.

## 10. Survey and Risk Improvement – Subjectivity Condition

### Subject to Survey

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) indemnity is provided by the Insurer on the terms conditions exclusions and limits as specified in the Policy and in the Sections of the Policy

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the Policy
- c. leave the premium or terms and conditions unaltered

The Insurer will advise the Insured of their decision and the effective date of such decision. If the premium terms or conditions are amended by the Insurer then the Insured will have fourteen (14) days to accept or reject the revised basis of indemnity.

If the Insured elect to reject the revised basis of premium terms or conditions then they shall be entitled to a

proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If the Insurer exercises their right to cancel the Policy, then the Insured shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

### Risk Improvements

It is a condition of the Policy that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the Policy
- c. leave the premium or terms and conditions unaltered

The Insurer will advise the Insured of their decision which will be effective either from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements or any other period specified by the Insurer

If the premium terms or conditions are amended by the Insurer then the Insured will have fourteen (14) days to accept or reject the revised basis of indemnity.

If the Insured elect to reject the revised basis of premium terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If the Insurer exercises their right to cancel the Policy, then the Insured shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

The above conditions do not affect the right of the Insurer to void the Policy if they discover information material to their acceptance of the risk.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms conditions exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until advised otherwise by the Insurer.

# Complaints Procedure

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

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

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown in your Policy documentation or alternatively contact the Customer Satisfaction Manager at:

**Allianz Insurance plc**  
57 Ladymead, Guildford, Surrey, GU1 1 DB

**Telephone number: 01483 552438**  
**Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)**

Using our complaints procedure or referral to the Financial Ombudsman Scheme does not affect your legal rights.

# Financial Services Compensation Scheme

Allianz contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100%

of the claim. For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

# Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured Persons to such information being processed by us and that this fact is made known to the Insured Persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1 DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA and/or India. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

# Notifying a Claim

Claims under this policy should be notified to the insurer in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your Policy number and as much information as possible about the claim:

## **Birmingham**

PO Box 11309  
Birmingham  
B37 7WZ

Tel 0844 871 0786

## **Milton Keynes**

PO Box 5525  
Milton Keynes  
MK9 2XR

Tel 0844 871 0789

## **Woking**

PO Box 952  
Woking  
GU21 6XQ

Tel 0844 871 0790

**Lines are open from 8am to 6pm Monday to Friday**

## **24 Hour Claim Notification**

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number 0845 604 9824

## **Legal Expenses Section Claims**

Claims under this Section of the Policy should be referred to:

### **Allianz Legal Protection**

Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4 QW

Tel 0870 241 4140

# Additional Benefits

## 24 hour Glass Replacement

Broken glass is dangerous for both you and your tenants and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This helpline is available to both you and your tenants.

This service is available 24 hours a day, all year round.

To use this service telephone FREE on 0800 474747 and state your Policy number.

## 24 hour Legal Advice Helpline

With this Policy, you gain the automatic benefit of access to a team of qualified Legal Advisers for advice on any commercial legal matter. The service which operates on a 24 hours a day 365 days a year basis provides telephone advice.

To use this service ring 0870 241 4140. Please state your name and the Master Policy number 36303. The information will be passed to an adviser who will return your call.

All areas of Business law are covered. This advice is available to you by telephone during the currency of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network. The Insurer may record calls to protect the Insured.

# Property Damage All Risks Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

### Specified Events

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### Premises

The Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible.

### Property/Property Insured

Buildings, Contents, and other property belonging to the Insured or for which the Insured are responsible, as shown and/or described in the Schedule.

The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.

### Buildings

The buildings (including foundations) at the Premises including the following all situate on in or at the Premises

- landlord's fixtures and fittings (including communal television and radio receiving aerials satellite dishes communication equipment and related fittings on or in a Residential Property), fixed glass fixed sanitary ware in on or pertaining to the buildings
- tenants' improvements comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to the Insured at the time of the surrender of the lease
- furnishings and other contents of common parts of the buildings including seasonal items introduced to shopping centres

- building management and security systems
- gangways pedestrian malls and pedestrian access bridges
- walls gates fences and Services
- fuel tanks and their ancillary equipment and pipe work
- car parks roads pavements forecourts tennis courts and similar hard surfaced areas all being constructed of solid materials
- landscaping (including trees shrubs plants turf and other forms of vegetation) including garden furniture street furniture ornaments and statues but excluding external ponds and lakes.

### Contents

Fitted carpets, furnishings and other contents of reception and storage areas and other communal parts of the buildings at the Premises, including

- the contents of fuel tanks at the Premises
- portable communal property in the open grounds of and used in connection with the buildings at the Premises
- Money, belonging to the Insured at the Premises for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- rare books or works of art for an amount not exceeding £5,000 any one article or £25,000 in total

and so far as they are not otherwise insured

- partners', directors', and employees' personal effects of every description (other than motor vehicles) whilst at the Premises, for an amount not exceeding £1,000 for any one person.

## Money

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.

## Unoccupied

Any Buildings or part of any Buildings that are unfurnished untenanted empty or no longer in active use for a period exceeding 30 consecutive days.

## Contract Works

Temporary or permanent works executed or in the course of execution at the Premises by or on behalf of the Insured for the purposes of alterations or improvements to the Premises including unfixed site materials for use in connection therewith.

## Services

Telephone gas electricity water mains drains gutters and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the Buildings.

## Day One Rebuilding Value

Total of the costs described within paragraphs a., b., c., d. and e. of the Basis of Settlement (at the level of costs applying at the commencement of the Period of Insurance) in rebuilding the Buildings or replacing the Contents to a condition substantially the same as their condition when new.

## Stipulations

European Union legislation or Building Regulations or public authority or other statutory requirements.

## Declared Value

The base value shown in brackets in the Schedule below the Sum Insured excluding any provision for inflation.

## Residential Property

The flat or a block of flats apartment block maisonette or house situate at the Premises.

## Cover

If the Property Insured or any part of such Property at the Premises suffers Damage during the Period of Insurance other than by an excluded cause the Insurer will pay to the Insured the value of the Property Insured or the amount of the Damage at the time of its loss destruction or damage in respect of each item specified in the Schedule

## Basis of Settlement

The Insurer will pay to the Insured the value of the Property Insured or the amount of the Damage at the time of its loss destruction or damage in respect of each item specified in the Schedule

The Insurer will pay the following amounts, subject to the Basis of Settlement Adjustments, in respect of Property Insured which has suffered Damage

- a. **the cost of reinstatement** being
  - where the Property Insured is lost or destroyed: the cost incurred in rebuilding the property if a building or in the case of other property its replacement by similar property
  - where the Property Insured is Damaged: the cost incurred in the repair of the Damage and the restoration of the Damaged portion of the Property Insuredto a condition equal to but not better or more extensive than its condition when new, provided that no payment beyond the amount the Insurer would have paid will be made
  - unless such work of reinstatement commences and proceeds without unreasonable delay
  - until the cost of such work of reinstatement has actually been incurred
  - where the Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement

or if the Insured elects not to rebuild or restore the Property Insured (and provided that the Insurer does not exercise its option allowed by the Insurer's Option to Rebuild Basis of Settlement Adjustment)

the loss of market value being the reduction in the market value of the Property Insured immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable under the cost of reinstatement as described in a. above

or if the Insured are required to rebuild or restore the Property Insured solely as a result of the Damage in a manner different from that immediately before the Damage solely to comply with the Stipulations (subject to agreement by the Insurer that such compliance is unavoidable)

the loss of market value being the reduction in market value of the Property Insured immediately following Damage and the amount payable shall be the cost of reinstatement as described in a. above and a cash settlement representing the reduction in market value, provided that

- the Insured have made every effort to regain the original planning consent
- the Insured shall not have nor had any reason to be aware of any Stipulations which could result in the Property Insured not being rebuilt or restored in their original form
- the amount payable shall be reduced by any compensation received or allowance made to the Insured as a result of such Stipulations being imposed
- the total payment made is no greater than the amount that would have been payable had the Property Insured been rebuilt or restored in an identical manner to their condition immediately before the Damage
- the total amount recoverable under any Item shall not exceed its Sum Insured

**b. European Union & Public Authorities Stipulations (including Undamaged Portions)**

the cost of complying with the Stipulations being such additional cost of rebuilding or repair as may be incurred with the Insurer's consent in complying with Stipulations first imposed upon the Insured following the Damage provided that the work of rebuilding or repair be commenced and carried out without unreasonable delay

The liability of the Insurer shall not exceed in respect of any one claim

- i. in respect of complying with Stipulations relating to undamaged portions of the Buildings (other than foundations) 15% of the amount the Insurer would have been liable to pay to reinstate the Buildings had they been wholly destroyed
- ii. in respect of the property suffering Damage the Sum Insured applicable to each separate Premises

Provided that the Insurer will not be liable for

- the costs incurred in respect of Damage occurring prior to the granting of this cover or Damage not insured by this Section
- the costs incurred where notice has been served upon the Insured before the date of the Damage or where an existing requirement must be completed within a stipulated period
- the costs incurred in respect of undamaged portions of the Property; any property entirely undamaged by any loss destruction or damage as insured by this Section
- the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such Stipulations not arisen
- increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside the control of the Insured
- any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations

**c. removal of debris**

the cost of removing debris being the cost incurred with the Insurer's consent in

- removing debris dismantling demolishing shoring up and propping portions of the Property Insured
- clearing cleaning or repairing Services as a result of Damage

but excluding any costs or expenses

- i. incurred in removing debris from outside the site of the Premises other than from the surface area immediately adjacent to the perimeter of the Premises
- ii. incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance
- iii. in respect of Damage which occurred prior to the granting of cover under this insurance

**d. professional fees**

the cost of professional fees being those necessarily and reasonably incurred in the rebuilding or restoration of the Property Damaged but not for preparing any claim

e. **landscaping**

the cost of replanting trees shrubs plants and turf used in landscaping being the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established.

## Limit of Liability

The most the Insurer will pay for any one claim in any one Period of Insurance is

- A. the Total Sum Insured or for each item its individual Sum Insured or any other limit of liability in this Section whichever is the less at the time of the Damage
- B. the amount of the Sum Insured or limit of liability remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Insurer agrees to reinstate any such Sum Insured or limit of liability

Irrespective of the number of insured parties the total liability of the Insurer to all of the insured parties collectively in respect of the cover insured by this Section shall not exceed the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

Any payment or payments by the Insurer to any one or more insured party shall reduce to the extent of that payment the liability of the Insurer to all parties arising from any one event giving rise to a claim under this Section.

## Basis of Settlement Adjustments

### 1. Automatic Reinstatement

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

- a. the Insurer does not give written notice to the contrary within 30 days of the notification of any Damage
- b. the Insured pays the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance
- c. the Insured agrees to comply with any security recommendations or other measures the Insurer may require to reduce the risk of Damage.

### 2. Buildings awaiting Demolition

If at the time of Damage any Buildings are awaiting demolition the liability of the Insurer shall be limited to the additional cost of removing debris (as detailed in The Basis of Settlement paragraph c.) which is incurred by the Insured solely as a result of such Damage.

### 3. Buildings awaiting refurbishment redevelopment or renovation

If at the time of the Damage any Buildings or Property is awaiting refurbishment redevelopment or renovation the Insurer shall not be liable for any costs which would have been incurred by the Insured in the absence of such Damage.

### 4. Capital Additions

To the extent that they are not otherwise insured, Buildings and Contents items include alterations additions and improvements (but not appreciation in value in excess of Sums Insured) within the United Kingdom

Provided that

- a. the maximum liability of the Insurer for any one claim shall not exceed
  - i. 20% of the Declared Value Sum Insured for each item covered, or
  - ii. £5,000,000 in respect of any one Premises occupied solely for office, retail or residential purposes
  - iii. £2,000,000 in respect of any one Premises occupied for any other purposeswhichever is the less at any one Premises
- b. the Insured shall give details of such alterations and additions to the Insurer within 6 calendar months of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium
- c. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Inadvertent Omission to Insure Basis of Settlement Adjustments.

## 5. Contractors Interest

When the Insured is required by the terms or conditions of any contract to cover Buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the Insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract valued at £250,000 or more, in advance of commencement of the work and pay any additional premium the Insurer may require.

## 6. Contract Works

Cover for each Buildings item extends to include Contract Works undertaken in performance of any contract and for which the Insured are responsible under the terms of the contract

Provided that

- i. the Insurer's liability shall not exceed £250,000 in respect of any one contract (unless stated otherwise in the Schedule) in respect of all losses arising out of one occurrence
- ii. this insurance shall only apply in so far as the Contract Works are not otherwise insured.

## 7. Contracting Purchaser's Interest

The Insurer agrees that without prejudice to the rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building insured under this Section and the purchase has not been but is subsequently completed the purchaser shall be entitled on completion of the purchase to benefit under this Section in respect of such Damage until completion to the extent that such Buildings are not otherwise insured by the purchaser or on their behalf.

## 8. Continuing Interest and Hire Charges

In the event of Damage at the Premises where the Insured are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which the Insured are responsible and which is not otherwise insured the Insurer will pay such charges actually and reasonably incurred subject to a limit of £10,000 any one claim and in total in any one Period of Insurance.

## 9. Contribution and Underinsurance (Average)

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to Underinsurance (Average), this Section if not already subject to Underinsurance (Average) shall be subject to Underinsurance (Average) in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this Section, either in whole or in part, or from contributing rateably, the liability of the Insurer under this Section shall be limited to that proportion of the Damage which the Sum Insured for this Section bears to the value of the Property.

## 10. Delays in Rebuilding

The Insurer shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside the control of the Insured.

## 11. Exhibitions and Models

The item on Buildings extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any Premises insured which have suffered Damage provided that

- a. such equipment is the property of the Insured or the Insured has accepted responsibility for the equipment at the time of Damage
- b. the maximum liability of the Insurer any one claim and in the aggregate any one Period of Insurance shall not exceed £25,000
- c. no other more specific insurance has been arranged.

## 12. Electrical Apparatus

If any electrical apparatus or fittings are Damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, the Insurer shall not be liable for Damage to the particular piece of apparatus or fitting which has caused the fire, but the Insurer shall be liable for Damage to any other apparatus or fittings in consequence of such fire.

### 13. Fire Brigade

The Insurer will pay the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Provided that the liability of the Insurer in respect of any one claim shall not exceed the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

### 14. Fire Extinguishers and Sprinklers

The Insurer will pay the reasonable costs incurred by the Insured in re-filling fire extinguishers, local or fixed fire suppression system or sprinkler installation, replacing sprinkler heads, and having any fire and/or intruder alarms and closed circuit television equipment re-set solely in consequence of Damage by a Specified Event

Provided that

- a. the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or fire service
- b. the liability of the Insurer in respect of any one claim shall not exceed £50,000.

### 15. Fixed Glass & Sanitary ware

Cover under this Section extends to include Damage to fixed glass, (including shelves, showcases and mirrors), fixed sanitary ware and neon and illuminated signs.

Cover is extended to include the reasonable cost of

- a. any necessary boarding up or temporary glazing pending full replacement
- b. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c. Damage to framework and Contents caused by broken glass
- d. removing and re-fixing window fittings and other obstacles to replacing broken glass

The Insurer will not pay for Damage

- i. In respect of neon and illuminated signs
  - arising from adjustment repair dismantling or erection of any part of the sign or whilst removed from its normal working position
  - arising from mechanical breakdown of the sign or any part of the sign
  - to any part of the sign by its own ignition electrical breakdown or burn out
  - to tubes unless the glass is fractured
- ii. existing prior to the inception of this Section.

### 16. Fly Tipping

The insurance by each item on Buildings extends to include costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in on or around the Premises provided that

- a. the liability of the Insurer shall not exceed £10,000 any one claim and £25,000 in aggregate in respect of all claims in any one Period of Insurance
- b. the Insurer shall not be liable for the amount of the Excess shown in the Schedule or £500 whichever is the greater.

### 17. Freeholders, Lessees and Mortgagees

The Insurer agrees that the interest of any Freeholder Lessee Under Lessee and/or Mortgagee in respect of Buildings insured by this Section and which attached before the happening of any Damage shall be automatically noted in this insurance if requested by the Insured but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.

### 18. Further Investigation Expenses

Where any Buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Buildings which is not immediately apparent the Insurer will pay the reasonable costs incurred by the Insured with the Insurer's prior consent in establishing whether or not such Damage has occurred

The Insurer will also pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the immediate vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Insurer is liable under this Section

Provided that the liability of the Insurer in respect of any one claim shall not exceed £5,000 (unless specified otherwise in the Schedule) or the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

## 19. Gardening Equipment

Cover extends to indemnify the Insured in respect of Damage to gardening equipment owned by the Insured and used in connection with the Business at the Premises

Provided that the liability of the Insurer in respect of any one claim shall not exceed £10,000.

## 20. General Interests & Hire Agreements

The Insurer agrees to automatically note the interest of any other party if requested by the Insured in any of the Property Insured and which attached before the happening of any Damage but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.

## 21. Inadvertent Omission to Insure

The Insured having notified the Insurer of their intention to insure all property which they own or for which they are responsible situate within the United Kingdom with the Insurer (unless otherwise agreed in writing by the Insurer) from the inception date of this Section of the Policy and it being the Insured's belief that all such property is insured then the Insurer agrees to extend cover under this Section so that if subsequently any such property is found to have inadvertently been left uninsured by the Insured during the Period of Insurance then the Insurer will deem such property to be insured by this Section, provided that

- a. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £5,000,000 in respect of any one Building occupied solely for office, retail or residential purposes
  - ii. £2,000,000 in respect of any one Building occupied for any other purposes
  - iii. £1,000,000 in respect of any one Unoccupied Building
- b. the Insured carry out at not less than twelve monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the Insured or for which the Insured are responsible
- c. the Insured shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide the Insurer with the sums insured to apply for any such property and effect specific cover retrospective to such date and pay the appropriate additional premium

- d. in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured or the amount of the Damage at the time of the Damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Buildings
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Capital Additions Basis of Settlement Adjustments or in respect of any appreciation in value
- f. the value of the property which has been inadvertently omitted shall for the purpose of Underinsurance (Average) be added to the Sum Insured on the item to which the Property relates or in the case of Reinstatement (Day One Basis) the Declared Value.

## 22. Index Linking

Unless the Insured requests to the contrary, the Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values.

For Buildings, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or for Residential Property the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index the Insurer decides upon) will be used.

For Contents and other Property shown and/or described in the Schedule, the Retail Price Index (or some other suitable index the Insurer decides upon) will be used.

The above percentage changes will continue to be applied between the date of any Damage and the date when replacement or repair has been completed provided that the work of rebuilding or repair be commenced and carried out without unreasonable delay.

### 23. Insurance Premiums

Cover extends to include the cost of any insurance premiums, or in respect of inherent defects policies technical agents fees, necessarily and reasonably incurred by the Insured with the consent of the Insurer as a result of Damage, in arranging contract works policies with the Insurer or in continuing with any pre-existing inherent defects policies

Provided that the Insurer's liability in respect of all losses arising out of one occurrence and in the aggregate in any one Period of Insurance shall not exceed £25,000 (unless amended otherwise in the Schedule).

### 24. Insurer's Option to Rebuild

The Insurer may at its option rebuild repair reinstate or restore the Property destroyed or portions damaged but without it being bound to rebuild repair reinstate or restore the Property in exactly or completely the same form as immediately prior to the Damage and only where circumstances permit and in reasonably sufficient manner. If the Insurer exercises such option the Insured shall at their own expense (unless otherwise provided for in this Section) produce and give to the Insurer all such plans documents books and information as the Insurer may reasonably require.

### 25. Leased and Rented Premises

Cover includes Buildings situated within the United Kingdom owned by the Insured for which (by the terms of an agreement with the Insured) the tenant lessee or other occupier of the building has an obligation to insure but has inadvertently failed to maintain such insurance in force

Provided that

- a. a valid and enforceable agreement is in force
- b. the Insured has obtained written confirmation from the tenant lessee or occupier and their Insurers at the inception of any such agreement that insurance is in force providing at least the extent of cover provided by this Section and carry out at not less than twelve month intervals a check to ensure that effective insurance is in force for all such Buildings
- c. the Insured advise the Insurer immediately in writing they become aware of any Buildings inadvertently left uninsured and within 30 days of discovery of the failure to insure the Insured will provide the Insurer with the sums insured to apply, arrange insurance with the Insurer and pay the appropriate premium due from the date the liability of the Insurer commenced

- d. this insurance shall apply in respect of claims arising directly from a contingency specified in the agreement but only in so far as such contingencies are also insured by this Section and not otherwise excluded
- e. in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured or the amount of the Damage at the time of the Damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Buildings
- f. The Insurer shall not be liable
  - for the amount of any Excess
  - where the lessee's policy fails due to any breach of any condition or warranty contained within the lessee's policy and as a result of the action of the landlord
  - where any Damage has been declined by any Insurer or made the subject of requirements which have not been completed
  - due to the failure of the lessee to make or pursue a legitimate insurance claim
- g. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments
- h. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £2,000,000 in respect of any one Building occupied solely for office, retail or residential purposes
  - ii. £1,000,000 in respect of any one Building occupied for any other purposes

but in no case shall the liability of the Insurer exceed the difference between the amount payable under the insurance effected by the landlord or lessee or other party or any other insurance on the premises and the total cost of reinstatement as provided by this Section.

## 26. Loss Minimisation and Prevention Expenditure

Cover extends to include costs and expenses necessarily and reasonably incurred by the Insured in

- a. preventing or reducing imminent Damage which would have been insured under this Section
- b. reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage

Provided that

- i. the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred
- ii. the impending Damage did not arise from any defect in the Property Insured
- iii. the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract
- iv. such costs and expenses are incurred with the Insurer's consent
- v. the liability of the Insurer shall not exceed £5,000 in respect of any one Period of Insurance and shall be subject to an Excess of 10% of the item Sum Insured suffering Damage or imminent Damage or £350 whichever is the greater
- vi. the total liability of the Insurer in respect of any one claim shall not exceed the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

## 27. Managing Agents – Professional Fees

The Basis of Settlement Paragraph d. is extended to include professional fees necessarily and reasonably incurred in the rebuilding or repair of the Property Insured payable to the Insured's managing agents when acting as professional advisers but not for any costs or fees incurred in preparing a claim. The use of such advisers will be accepted as necessary where the Insured would have employed them in respect of reinstatement or other work of an equivalent nature in the normal course of their Business. The cost of professional fees shall include the reasonable fees of managing agents where

- they are in respect of work of benefit to the Insurer
- they relate to work which is necessary for repair or reinstatement
- they have been agreed with the Insurer in advance but shall not include fees which are incurred as part of the managing agent's general administrative handling of a claim

Provided that the liability of the Insurer does not exceed for each item its individual Sum Insured or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage.

## 28. Metered Supplies

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage and for which the Insured are legally responsible up to an amount of £50,000 any one claim.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period following the Damage, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting supply consumption by the Insured.

The Insurer will not pay for such charges incurred in respect of any building which is Unoccupied.

## 29. Newly Acquired Buildings

This Section is extended to include Buildings situate within the United Kingdom

- i. from the date of exchange of contracts for Buildings newly acquired by the Insured
- ii. from the date of practical completion for Buildings previously insured under a construction policy in the United Kingdom to the extent that the Insured's interest is not protected by any other or more specific insurance

Provided that

- a. the Insured shall give details in writing of such premises as soon as reasonably practicable and shall effect specific cover retrospective to such date of exchange or date of practical completion and pay the appropriate additional premium
- b. this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
- c. this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section
- d. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £5,000,000 in respect of any one Building occupied solely for office, retail or residential purposes
  - ii. £2,000,000 in respect of any one Building occupied for any other purposes
  - iii. £1,000,000 in respect of any one Unoccupied Building

- e. in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured or the amount of the damage at the time of the damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Buildings
- f. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments.

### 30. Obsolete Building Materials

The Basis of Settlement in respect of Buildings extends to include the reasonable additional costs incurred in replacement of Damaged materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the Damage

The Buildings shall not be regarded as being better or more extensive than when new provided that the Insurer's liability in respect of any one claim is limited to

- a. 10% of the Declared Value of such Buildings in respect of such additional costs  
or
- b. the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section

whichever is the less at the time of any Damage in any one Period of Insurance.

### 31. Privity of Contract

The insurance provided by this Section is extended to provide indemnity to the Insured in respect of premises in the United Kingdom

1. against legal liability as former landlord or tenant to any current landlord or tenant to insure repair or reinstate Damage to the Buildings of premises which
  - i. arises solely through the Landlord and Tenant (Covenant) Act 1995; and
  - ii. arises from a breach by any current landlord or tenant of its obligations under a lease to insure repair or reinstate Damage by any of the causes or covers insured by this Section to any Assigned Premises such that the Insured is also thereby in breach of those obligations;  
and
  - iii. arises out of any claim which is first made in writing to the Insured during the Period of Insurance and notified to the Insurer during or within 30 days after expiry of the same Period of Insurance
2. against legal liability for claimant's costs and expenses in connection with 1. above
3. In respect of
  - i. costs of legal representation at proceedings in any court arising out of any occurrence specified in 1. above which may be the subject of indemnity under this Basis of Settlement Adjustment
  - ii. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. above  
incurred with the written consent of the Insurer

Provided that

- a. the indemnity shall not apply to legal liability arising from any cause happening before the retroactive date which shall be the inception date of this Section of the Policy unless stated otherwise in the Schedule
- b. the liability of the Insurer including the costs and expenses of the claimant and the costs and expenses (incurred with the written consent of the Insurer) of the Insured in respect of any one claim for Buildings shall not exceed in respect of any one premises or in the aggregate in any one Period of Insurance £2,000,000 or as specified in the Schedule

- c. notwithstanding proviso b. above in no case shall the liability of the Insurer exceed the lesser of
- (i) the difference between
    - (a) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type and
    - (b) the total cost of insurance repairs or reinstatement as provided by this Section
- except that if at the date of the occurrence or event giving rise to such liability the Assigned Premises are undergoing or awaiting refurbishment redevelopment renovation or demolition, then the liability of the Insurer shall not exceed the lesser of
- (ii) the difference between
    - (a) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type and
    - (b) the amount payable calculated as being the value of the Property Insured or the amount of the Damage at the date of the Damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Assigned Premises
- but in no case under c.(i) or (ii) above shall the Insurer's liability exceed the rateable portion of the Damage calculated according to the number of persons (whether or not insured) who have at the time held or who hold the reversion of the lease of the Assigned Premises
- d. the Insured must take all reasonable steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the Assigned Premises following disposal
  - e. the Insurer shall not be liable for the costs of remedying the presence of asbestos, asbestos dust or asbestos containing materials
  - f. cover under this Basis of Settlement Adjustment shall cease upon any of the following events
    - the current landlord or tenant entering into a new lease with the successors in title
    - the existing lease being assigned to the new successors in title
    - the Buildings being in turn sold or disposed of by the successors in title

For the purposes of this Basis of Settlement Adjustment Assigned Premises shall mean Buildings formerly owned by or leased by or leased to the Insured which have been assigned to a successor landlord or tenant prior to an occurrence which may form the subject of a claim for indemnity under 1. above.

### 32. Partial Damage

Where Damage occurs to only part of a Building the Insurer's liability for all costs in total shall not exceed the amount which the Insurer would have been liable to pay to rebuild the building had it been totally destroyed.

### 33. Preservation of Undamaged Property

The insurance includes costs necessarily and reasonably incurred by the Insured in dismantling and or moving and or removing undamaged Property within and or to and or from suitable alternative premises including haulage and warehousing charges incurred. Provided that the liability of the Insurer shall not exceed the Sum Insured by any one item.

### 34. Reinstatement on another site

The work of reinstatement of the Property Insured may be wholly or partially carried out upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the liability of the Insurer.

### 35. Reinstatement to Match

Where the Property Insured has suffered Damage to the extent that repair is impractical and its replacement by similar property in a condition equal to but not better or more extensive than its condition when new is impossible then the Insured may replace repair or restore the property with equivalent property which employs current technology and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

Cover also extends to include

- i. the cost of replacement or modification of undamaged Property (other than Stock) insofar as it is necessary to adapt it to operate in conjunction with lost destroyed or damaged Property which has been replaced repaired or restored

- ii. the cost of replacement repair or modification of undamaged parts of a Building that form part of a matching set of articles or suite of common design or function where the Damage is restricted to a clearly identifiable area or to a specific part.

Provided that

- a. the total liability of the Insurer is not increased beyond the amount
  - i. that would otherwise have been payable for the replacement repair or restoration of the property lost destroyed or damaged in its original form
  - ii. that would otherwise have been payable for replacement repair or modification of the whole property forming a set suite common design or function if such property had been wholly destroyed
- b. the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
- c. where the property is lost destroyed or damaged in part only the Insurer will not pay more than the amount representing the cost which the Insurer would pay for reinstatement if such property had been wholly destroyed
- d. the liability of the Insurer in respect of any one claim shall not exceed the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

### 36. Removal of Wasp and Bee Nests

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim, in removing wasp or bee nests from buildings at the Premises.

Provided that, the Insurer will not pay for the cost of removing nests already in buildings at the Premises, prior to inception of this cover.

### 37. Removal of Debris – Tenants Contents

To the extent that they are not otherwise insured, Cover includes irrecoverable costs necessarily incurred with the Insurers consent, in consequence of Damage in removing debris in respect of contents for which the Insured are not responsible, up to an amount of £5,000 any one claim.

The Insurer will not pay for any costs

- a. incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- b. arising from pollution or contamination of property not covered by this Section.

### 38. Replacement of Locks and Keys

Any cover granted under this Section in respect of theft includes the reasonable expenses necessarily incurred in replacing locks and keys which provide entry to the Premises consequent upon theft of keys or reasonable evidence that keys have been duplicated by an unauthorised person provided that the Insurer's liability in respect of any one claim shall not exceed £5,000 (unless specified otherwise in the Schedule).

### 39. Residential Property – Rent and Alternative Accommodation

Where as a result of Damage the buildings of a Residential Property are rendered uninhabitable or access is prevented to such Residential Property the Insurer will indemnify the Insured in respect of

- a. the reasonable additional costs of comparable accommodation incurred by the owner lessee or tenant and temporary storage of residents furniture (including the reasonable costs of accommodation in kennels and/or catteries for residents dogs and/or cats if dogs and/or cats are not permitted in such residents alternative accommodation)
- b. the loss of rent paid or payable to the Insured by tenants for accommodation provided and services rendered including service and management charges at the Premises

during the period necessary to restore the Residential Property to a habitable condition or to make it accessible

Provided that

- i. cover for such costs shall only apply to the extent that such costs are not otherwise insured
- ii. the maximum period during which payment under this Extension will be made shall not exceed 24 calendar months from the date of the Damage unless agreed otherwise by the Insurer in writing
- iii. the liability of the Insurer under this Extension shall not exceed in total 20% of the Declared Value applying to the Residential Property or to the parts of the Residential Property Damaged.

#### 40. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the Specified Events of Storm or Flood is deemed to be one claim. The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

#### 41. Sprinkler Installation Upgrading Costs

If following Damage the Insurer requires the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time of reinstatement, the Insurer will pay the additional costs solely as imposed by the Insurer and incurred by the Insured in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon the Insured by the Insurer following Damage to the Buildings provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules

Provided that

- a. the amount recoverable excludes any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with the requirements of the Insurer
- b. the liability of the Insurer in respect of any one claim shall in no case exceed
  - i. 20% of the Sum Insured on the item including such sprinkler installation or the Sum Insured at each separate premises; or
  - ii. the Total Sums Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

#### 42. Temporary Removal

Property Insured is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within the United Kingdom.

The Insurer will not pay for

- a. such Property more specifically insured
- b. Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises from which such vehicles are removed

- c. more than 10% of the Sum Insured for each item covered, for Damage occurring elsewhere than at the Premises.

#### 43. Temporary Removal – Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit, within the United Kingdom.

The Insurer will not pay for

- a. such items more specifically insured
- b. more than 10% of the total value of such items.

#### 44. Theft Damage to Buildings

Cover includes loss destruction or damage of or to the Buildings or parts of the Buildings covered by this Section (or of or to buildings or parts of buildings not covered by the Section but for which the Insured are responsible), including the cost of any temporary boarding-up and making good necessary to keep the Premises secure, caused by theft or attempted theft but excluding

- a. loss destruction or damage of or to any Unoccupied Building unless agreed otherwise by the Insurer in writing
- b. loss destruction or damage expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises (unless by theft or attempted theft involving entry to or exit from the Premises by forcible or violent means or following threat of or assault or violence to the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises)
- c. loss destruction or damage of property for which the Insured is not liable for repairing such loss destruction or damage or which the Insured is able to recover from another source or which is more specifically or otherwise insured
- d. loss destruction or damage caused by or consisting of disappearance or unexplained shortage
- e. the amount of the Excess shown in the Schedule or £500 whichever is the greater

Exclusion 2. c. of this Section does not apply to this Basis of Settlement Adjustment.

#### 45. Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay the costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £50,000 any one claim.

#### 46. Tree Felling and Lopping

Cover includes costs incurred by the Insured, up to an amount of £10,000 any one claim, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured. The Insurer will not pay for

- a. Legal or Local Authority costs involved in removing trees
- b. costs incurred solely to comply with a Preservation Order.

#### 47. Unauthorised Use of Supplies

Cover includes the cost of water, gas, electricity or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, up to an amount of £50,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, provided that

- a. the Insured shall take all practical steps to terminate such unauthorised use as soon as it is discovered
- b. the Insured has advised the Insurer of such unauthorised use immediately on becoming aware of it
- c. Section Condition 3 has been complied with by the Insured.

#### 48. Underinsurance (Average)

The Sums Insured by

- a. any items for Buildings or Contents are declared to be separately subject to Average.

This means that if the Declared Value at each separate premises is less than the Day One Rebuilding Value at the time of the Damage the Insurer's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Declared Value bears to the Day One Rebuilding Value. If the loss is settled under the Indemnity Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the Sum Insured.

- b. any other items of the Property Insured (other than any Sum Insured or Limit of Liability applying solely

to Rent, Fees or Removal of Debris) are declared to be separately subject to Underinsurance (Average).

This means that if at the time of Damage the Sum Insured for any item at each separate premises is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionally reduced.

#### 49. Value Added Tax

The insurance on each item on Buildings extends to include Value Added Tax paid by the Insured and which is not subsequently recoverable

Provided that

- a. the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage
- b. the Insurer has paid or has agreed to pay for such Damage
- c. if any payment made by the Insurer in respect of the reinstatement or repair of such Damage shall be less than the actual cost of the reinstatement or repair of the Damage, any payment under this clause resulting from that Damage shall be reduced in like proportion
- d. the Insured's liability for such tax does not arise from the replacement building having a greater floor area than or being better or more extensive than the destroyed or Damaged Buildings
- e. where an option to rebuild on another site is exercised, that the Insurer's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
- f. the Insurer's liability under this clause shall not include amounts payable by the Insured as penalties or interest for non payment or late payment of tax
- g. the Insured has taken all reasonable precautions to insure adequately for Value Added Tax liability from the inception of this insurance and at each subsequent Renewal Date

Terms to the contrary elsewhere in this Section are over-ridden as follows in respect of those items to which this Extension applies

- i. for the purpose of any condition of Underinsurance (Average) rebuilding costs shall be exclusive of Value Added Tax
- ii. the liability of the Insurer may exceed the Sum Insured by an individual item on Buildings or in the whole the Total Sum Insured where such excess is solely in respect of Value Added Tax.

## Exclusions

This Section does not cover:

1. Damage caused by or consisting of:
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - b. the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only
  - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the Insurer will pay for subsequent Damage which itself results from a cause not otherwise excluded
  - d. faulty or defective workmanship by the Insured or any employee of the Insured
  - e. operational error or omission by the Insured or any employee of the Insured but the Insurer will pay for
    - i. such Damage not otherwise excluded which itself results from a Specified Event
    - ii. subsequent Damage which itself results from a cause not otherwise excluded
  - f. acts of fraud or dishonesty by any partner, director or employee of the Insured but the Insurer will pay for such Damage not otherwise excluded which itself results from a Specified Event.
2. Damage caused by or consisting of:
  - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. change in temperature, colour, flavour, texture or finish
  - c. theft or attempted theft
    - i. which does not involve entry to or exit from a building or part of a building at the Premises by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
    - ii. to property in the open or in open fronted Buildings or in Buildings not on permanent foundations
    - iii. expedited or in any way brought about by the Insured or any partner, director or employee of the Insured

or Damage consisting of

- d. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - e. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but the Insurer will pay for
    - i. such Damage not otherwise excluded, which itself results from a Specified Event or from any other accidental loss, destruction or damage
    - ii. subsequent Damage which itself results from a cause not otherwise excluded.
3. Loss or destruction or damage caused by pollution or contamination but the Insurer will pay for destruction or damage to the Property Insured not otherwise excluded, caused by
    - a. pollution or contamination which itself results from a Specified Event
    - b. any Specified Event which itself results from pollution or contamination.
  4. Damage caused by or consisting of:
    - a. subsidence, ground heave or landslip
      - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths, and similar hard surfaced areas unless covered by this Section and a building covered by this Section is Damaged by the same cause at the same time
      - ii. resulting from
        - a. the settlement or movement of made-up ground
        - b. coastal or river erosion
        - c. defective design or workmanship or the use of defective materials
      - iii. which commenced prior to the inception of this cover
      - iv. occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises
    - b. normal settlement or bedding down of new structures
    - c. disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

5. Destruction of or damage to any building or structure caused by its own collapse or cracking, but the Insurer will pay for such destruction or damage resulting from a Specified Event in so far as it is not otherwise excluded.
6. Damage in respect of any building which is Unoccupied caused by
  - a. freezing
  - b. escape of water from any tank, apparatus or pipe
  - c. malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.
7. Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
8. Damage to any Property
  - a. caused by fire, resulting from its undergoing any heating process or any process involving the application of heat
  - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion.
9. Damage in respect of
  - a. jewellery, precious stones or precious metals, bullion, furs, curiosities
  - b. works of art or rare books (other than as provided under Contents)
  - c. property in transit
  - d. glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects
  - e. Money (other than as provided under Contents), bonds or securities of any description
 but the Insurer will pay for such Damage caused by a Specified Event in so far as it is not otherwise excluded.
10. Damage to
  - a. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - b. Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - c. land, piers, jetties, bridges, culverts or excavations
  - d. livestock or growing crops
 but the Insurer will pay for such property where specifically described in the Schedule or in this Section.

11. Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
12. Any Property more specifically insured by or on behalf of the Insured.
13. Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
14. Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion, and (except in respect of Damage by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.
15. Consequential loss or damage of any kind or description, except loss of Rent when such loss is insured by this Section.
16. Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure
  - a. correctly to recognise any date as its true calendar date
  - b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
 but the Insurer will pay for subsequent Damage which is not otherwise excluded and which itself results from a Specified Event.

17. The amount of the Excess specified in the Schedule in respect of the first part of each and every loss at each separate Premises after the application of all other terms and conditions of the Section and the Policy including any Underinsurance (Average) Basis of Settlement Adjustment.

## Section Conditions

### 1. Precautions

The Insured must take all reasonable precautions to keep the Property Insured secure and in a good state of repair.

### 2. Alteration

The cover by this Section shall be avoided with respect to any of the Property Insured in regard to which there is any alteration after the commencement of this Section

- a. by removal
- b. which increases the risk of Damage as insured by this Section
- c. where the interest of the Insured ceases except by will or operation of law
- d. in respect of subsidence ground heave or landslip by any demolition, construction, ground works or excavation work being carried out on any adjoining site.

unless agreed by the Insurer in writing.

### 3. Unoccupied Buildings

It is a condition precedent to the liability of the Insurer that

- A. The Insured must notify the Insurer in writing as soon as they become aware that any buildings or parts of any buildings are or are to become Unoccupied. The Insurer will notify the Insured of the terms and conditions to apply to such buildings and the Insured may be required to pay an additional premium.
- B. in respect of any buildings or parts of any buildings that are Unoccupied or become Unoccupied after the commencement of cover under this Section until such buildings or parts of buildings again become occupied the Insured or their nominees must

- a. turn off electricity gas and water supplies at the mains and drain down all water systems except for those
  - i. connected to automatic fire alarm or intruder alarm installations
  - ii. connected to automatic sprinkler installations or other fire suppression systems
- b. maintain automatic sprinkler installations and other fire suppression systems automatic fire alarm and intruder alarm installations and keep them fully operational
- c. maintain a level of heating sufficient to prevent freezing of automatic sprinkler installations
- d. secure the buildings and all points of access against entry by intruders and put all protective and locking devices and any intruder alarm installations into full and effective operation
- e. remove all waste unfixed combustible materials and gas bottles from the interior of the buildings including any communal parts and from any external areas owned by the Insured
- f. carry out an internal and external inspection of the buildings at least once every 14 days and
  - i. maintain a record of such inspections
  - ii. ensure that any defects in the condition or state of repair of the buildings or defects in security or alarm or fire protection installations are rectified remedied or repaired immediately
- g. notify the Insurer immediately if the buildings are to be occupied by contractors for renovation alteration or conversion purposes
- h. complete any risk improvements put forward by the Insurer within the timescale specified

unless the Insurer agrees otherwise in writing.

### 4. Non Invalidation

This insurance shall not be invalidated

- a. by repairs, structural and other alterations of a minor nature and general maintenance work being undertaken at the Premises
- b. by any increase in risk of Damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor

but this shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if the Insurer be notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional premium.

## 5. Additional Claims Conditions

In the event of Damage, in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a. within 30 days after such Damage (7 days in the case of Damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow in writing
  - i. full information in writing of the Property Insured Damaged and the amount of Damage
  - ii. details of any other insurances on the Property Insured covered by this Section
- b. all such proof and information relating to the claim as may reasonably be required
- c. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this Condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

## 6. Reinstatement

If any property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

## 7. The Insurer's rights following a claim

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Section, enter take or keep possession of the Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

- No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not
- The Insurer will not pay for any claim unless the terms of this Condition have been complied with.

## 8. Subrogation

Any claimant under this insurance shall at the request and the expense of the Insurer take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Insurer

The Insurer shall not enforce any rights against

- a. a tenant or lessee in respect of Damage to the part of the Premises in the demise of that tenant or lessee or to common parts of the Premises unless the Damage arises out of a criminal fraudulent or malicious act
- b. any Company being a parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986.

## 9. Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

## 10. Change of Occupancy

The Insured must notify the Insurer in writing as soon as they become aware that any Unoccupied buildings or Unoccupied parts of any buildings are or are due to become occupied. The Insurer will notify the Insured of the terms and conditions to apply to such buildings and the Insured may be required to pay an additional premium.

## **11.Declaration**

At inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of the Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the forthcoming Period of Insurance, appropriately adjusted if Index Linking applies.

## **12.Explosion – Engineering Inspection**

In respect of any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any statutory regulations cover against loss destruction or damage caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

# Loss of Rent All Risks Section

## Definitions

### Business Interruption

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage.

### Damage/Damaged

Accidental loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

### Specified Events

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### Premises

The buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible.

### Unoccupied

Any Premises or part of any Premises that is unfurnished untenanted or no longer in active use for a period exceeding 30 consecutive days.

### Indemnity Period

#### A. For occupied Premises or occupied parts of Premises

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

#### B. For Unoccupied Premises

- i. which are not let but are tenantable and for which there is evidence of an agreement with a prospective tenant  
The period beginning with the date upon which but for the Damage Rent would have commenced to be payable and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

- ii. which are not let but are tenantable but for which there is no evidence of an agreement with a prospective tenant  
The period beginning with the date upon which but for the Damage it is anticipated that Rent would have commenced to be payable and ending not later than
  - a. the date upon which the building or that part of the building Damaged is restored to its pre-damaged condition and is capable of direct occupation, or
  - b. the Maximum Indemnity Period thereafter whichever is the earlier during which the results of the Business shall be affected in consequence of the Damage.

### Maximum Indemnity Period

The period shown in the schedule.

### Rent

#### A. For occupied Premises or occupied parts of Premises

being the money paid or payable to the Insured by tenants for accommodation provided and services rendered at the Premises in course of the Business

#### B. For Unoccupied Premises

being the amount that it is reasonably anticipated that would have been paid or payable to the Insured by tenants for accommodation provided and services rendered at the Premises in course of the Business, provided that

- i. in respect of Premises which are not let but are tenantable and for which there is Evidence of an agreement with a prospective tenant such amount applying at the date upon which but for the Damage Rent would have commenced
- ii. in respect of Premises which are not let but are tenantable but for which there is no Evidence of an agreement with a prospective tenant such amount and the date upon which but for the Damage Rent would have commenced will be determined having regard
  - a. to actual negotiations with prospective tenants both before and after the date of the Damage
  - b. to the demand for and the general level of rents applying to similar accommodation in the locality at the date of the Damage

Evidence for the purpose of this definition shall mean leases to be signed or in course of negotiations and that such leases or negotiations are evidenced by exchange of contracts or exchange of legally binding letters of intent containing a specified completion date or similar legally binding documents

If required the advice of a professional valuer acceptable to both the Insured and the Insurer will be sought and such fees will be included in the indemnity provided.

## Residential Property

The flat or a block of flats apartment block maisonette or house situate at the Premises occupied for domestic residential purposes.

## Cover

If property or any part of any property used by the Insured at the Premises for the purpose of the Business suffers Damage during the Period of Insurance other than by an excluded cause, and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with, the Insurer will pay the Insured as indemnity the amount of the loss at the time of the Damage resulting from such interruption or interference in respect of each item specified in the Schedule

## Basis of Settlement

The Insurer will pay the Insured, subject to the Basis of Settlement Adjustments, in respect of each item

- i. the loss of Rent being the actual amount by which the rent during the Indemnity Period falls short of the Rent which but for the Damage would have been received by the Insured
- ii. the costs of re-letting being the expenditure necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in consequence of the Damage in re-letting the Premises (including legal fees managing agents costs or other charges in connection with such re-letting) solely in consequence of such re-letting
- iii. the additional expenditure being the additional expenditure (other than that recoverable under ii above) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent which but for that expenditure would have taken place during the Indemnity Period

Provided that

- a. this insurance shall not apply in respect of any item on Rent unless at the time of the Damage there is in force an insurance covering the interest of the Insured in the Premises where the Damage has occurred and
  - i. payment shall have been made or liability admitted under such insurance, or
  - ii. payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount

except that this proviso shall not apply in respect of any item on Rent where another party (not being the Insured) is responsible for insuring the Premises by virtue of lease or other contractual arrangements

- b. the Insurer will not pay the Insured for
  - i. additional expenditure exceeding the loss of Rent thereby avoided
  - ii. legal fees or other charges payable by any new tenant acquired in re-letting the Premises in consequence of the Damage
  - iii. any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Rent that may cease or may be reduced.

## Limit of Liability

The most the Insurer will pay for any one claim in any one Period of Insurance is

- A.
  - i. 200% of the Rent Sum Insured
  - ii. in respect of any other item 100% of its Sum Insured or any other limit of liability applicable to such item in this Section whichever is the less at the time of the Damage
  - iii. in total the sum of 200% of the Rent Sum Insured and 100% of the Sum Insured or limit of liability for any other items in this Section whichever is the less at the time of the Damage
- B. the amount of the Sum Insured or limit of liability remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Insurer agrees to reinstate any such Sum Insured or limit of liability

Irrespective of the number of insured parties the total liability of the Insurer to all of the insured parties collectively in respect of any of the Covers insured by this Section shall not exceed the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

Any payment or payments by the Insurer to any one or more insured party shall reduce to the extent of that payment the liability of the Insurer to all parties arising from any one event giving rise to a claim under this Section.

## Basis of Settlement Adjustments

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

### 1. Accountants & Legal Fees

If any of the Premises suffer Damage the Insurer will pay the reasonable charges payable by the Insured and incurred with the consent of the Insurer to

- a. their auditors or professional accountants for producing such information as may be required by the Insurer under the terms of the Additional Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- b. their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purposes in the preparation of any claim.

Provided that the Insurer's liability in total in any one Period of Insurance shall in no case exceed 200% of the Sum Insured specified against the relative item or any Limit of Liability stated in the Policy whichever is the lower.

### 2. Additional Increase in Costs of Working

Where an item for Additional Increase in Cost of Working is shown in the Schedule, cover extends to include additional expenditure beyond that the Insurer will pay as indemnity in respect of Increase in Cost of Working under the Basis of Settlement, necessarily and reasonably incurred in consequence of Damage for the purposes of avoiding or diminishing the loss of Rent during the Indemnity Period.

The most the Insurer will pay for any one claim is the Sum Insured shown in the Schedule.

### 3. Alternative Premises

If during the Indemnity Period accommodation shall be provided or services rendered elsewhere than at 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 for such accommodation or services shall be taken into account in arriving at the Rent during the Indemnity Period.

### 4. Automatic Reinstatement of Sum Insured

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

- a. the Insurer does not give written notice to the contrary within 30 days of the notification of any Damage
- b. the Insured pays the appropriate additional premium on the amount of the claim from the date of Damage to the expiry of the Period of Insurance.

### 5. Book Debts

Cover extends to include the Insured's loss in respect of Outstanding Debit Balances following Damage to the Insured's Records.

The most the Insurer will pay for any one claim is the Sum Insured shown in the Schedule.

The following Definitions apply in respect of this cover:-

#### Geographical Limits

At the Premises or any other premises in the United Kingdom occupied by persons acting on behalf of the Insured, to which Records have been temporarily removed in transit, including sea or air transit, within the United Kingdom.

#### Insured's Records

The Insured's books of account or other business books or records.

#### Outstanding Debit Balances

The total recorded by the Insured under the provisions of the Outstanding Debit Recording Condition adjusted for

- a. bad debts
- b. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured's books at the time of the event) to customers' accounts in the period between the date to which the total last recorded relates and the date of the Damage

- c. any abnormal condition of trade which had or could have had a material effect on the Business so that the adjusted figures represent as near as reasonably practicable results which but for the Damage the Insured would have obtained at the date of the Damage had the Damage not occurred.

The following Basis of Settlement applies in respect of this cover:-

The Insurer will pay the Insured the amount of their claim for Outstanding Debit Balances if in consequence of Damage within the Geographical Limits the Insured are unable to trace or establish Outstanding Debit Balances in whole or in part.

The cover is limited to loss sustained by the Insured directly due to the Damage and the amount payable shall not exceed

- a. the difference between
  - i. the Outstanding Debit Balances, and
  - ii. the total of the amounts received or traced in respect of such balances
- b. the additional expenditure incurred with the Insurer's previous consent in tracing and establishing customers' debit balances after the Damage.

Except that if the Sum Insured at the time of the Damage is less than the Outstanding Debit Balances, the amount payable will be proportionately reduced.

Provided that

1. Outstanding Debit Recording  
At the end of each month the Insured shall record the total amount outstanding in customers' accounts at that time, and keep a copy of such records at a place other than the Insured's Premises.
2. Additional Claims Condition  
In the event of Damage in consequence of which the Insured make or may make a claim under this Basis of Settlement Adjustment, the Insured shall at their own expense deliver to the Insurer full information in writing of the particulars of the claim, together with details of all other policies covering Outstanding Debit Balances or any part of them, and the amount of any resulting Outstanding Debit Balances. The Insurer will not pay for any claim unless the terms of this Condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

### 3. Underinsurance (Average)

If the Sum Insured at the time of the Damage is less than the Outstanding Debit Balances, the amount payable will be proportionately reduced.

## 6. Break Clause

The insurance shall not be prejudiced by any insurance or causality break clause in a lease which enables a lessee to determine the lease in event of Damage deeming the property to be uninhabitable.

## 7. Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Premises or shall have accepted an offer in writing to purchase their interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage the Insured may opt for the amount payable by the Insurer to be as follows:

- A. during the period prior to the date upon which but for the Damage the Premises would have been sold, the loss of Rent being the actual amount of the reduction in Rent solely in consequence of the Damage
- B. during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or when the Premises or that part of the Premises capable of direct occupation and affected by the Damage is restored to its pre-damaged condition or the Maximum Indemnity Period whichever is the earlier during which the results of the Business shall be affected in consequence of the Damage
  - a. the loss in respect of interest being
    - i. the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business
    - ii. the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under a i. less any amount receivable in respect of Rent
  - b. the additional expenditure being
    - i. the additional expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss payable under A. and B. above but not exceeding the amount of loss avoided by such expenditure

- ii. the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding an amount equivalent to the expenditure incurred immediately prior to the Damage.

Provided that

- i. the Insured shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage
- ii. the assessment of the actual loss of interest shall be at a rate of not more than 2% above the London Interbank Offered Rate applying during the Indemnity Period
- iii. the amount payable under this Section shall not exceed the amount of Rent that would have been earned had the Premises been leased or rented
- iv. the Insurer's liability in total in any one Period of Insurance shall in no case exceed 10% of the Rent Sum Insured specified against the relevant item or £100,000 whichever is the lower, unless stated otherwise in the Schedule.

## 8. Capital Additions

Cover includes Rent in respect of alterations additions and improvements to Premises situate within the United Kingdom, provided that

- a. the maximum liability of the Insurer for any one claim shall not exceed
  - i. 20% of the Total Sum Insured for each item covered, or
  - ii. £2,000,000 in respect of any one Premises occupied solely for office, retail or residential purposes
  - iii. £1,000,000 in respect of any one Premises occupied for any other purposes, or
  - iv. £250,000 in respect of any one Unoccupied Premises
 whichever is the less at any one Premises
- b. the Insured shall give details of such alterations and additions to the Insurer within 6 calendar months of the commencement date of the Insured's interest in such Rent and effect specific cover retrospective to such date and pay the appropriate additional premium
- c. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Inadvertent Omission to Insure Basis of Settlement Adjustments.

## 9. Contracting Purchaser's Interest

The Insurer agrees that without prejudice to the rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured shall have contracted to sell their interest in any Premises for which Rent is insured under this Section and the purchase has not been but is subsequently completed, the purchaser shall be entitled on completion of the purchase to benefit under this Section for loss of Rent in consequence of such Damage until completion, to the extent that such Rent is not otherwise insured by the purchaser or on their behalf.

## 10. Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

## 11. Inadvertent Omission to Insure

The Insured having notified the Insurer of their intention to insure Rent in respect of all property which they own or for which they are responsible situate within the United Kingdom (unless otherwise agreed in writing by the Insurer) from the inception date of this Section of the Policy and it being the Insured's belief that all such property is insured then the Insurer agrees to extend Cover under this Section so that if subsequently any such property is found to have inadvertently been left uninsured by the Insured during the Period of Insurance then the Insurer will deem such property to be insured by this Section, provided that

- a. the maximum liability of the Insurer any one claim shall not exceed
  - i. £3,000,000 in respect of any one premises occupied solely for office, retail or residential purposes
  - ii. £1,000,000 in respect of any one premises occupied for any other purposes, or
  - iii. £250,000 in respect of any one Unoccupied premises
- b. the Insured carry out at not less than twelve month intervals a check to ensure that effective insurance is in force for all property which they own or for which they are responsible
- c. the Insured shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide the Insurer with the Rent sum insured to apply and effect specific cover retrospective to such date and pay the appropriate additional premium

- d. the value of the property which has been inadvertently omitted shall for the purpose of the Underinsurance (Average) Basis of Settlement Adjustment be added to the Sum Insured on the item to which the premises relates
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Capital Additions Basis of Settlement Adjustments or in respect of any appreciation in value.

## 12. Loss of Investment Income on Late Payment of Rent

If as a result of Damage the Insurer is paying indemnity in respect of loss of Rent and the payment by the Insurer to the Insured is made later than the date upon which the Insured would normally have expected to receive the Rent from a lessee the Insurer will pay a further sum representing the investment interest lost to the Insured during the delay period

Provided that

- i. the assessment of the interest lost shall be at a rate of not more than 2% above the London Interbank Offered Rate applying during the Indemnity Period
- ii. the Insurer's liability in total in any one Period of Insurance shall in no case exceed 200% of the Sum Insured specified against the relative item or any Limit of Liability stated in this Section whichever is the lower.

## 13. Newly Acquired Premises

Cover includes Rent in respect of Premises situate within the United Kingdom

- i. from the date of exchange of contracts for premises newly acquired by the Insured
- ii. from the date of practical completion for premises previously insured under a construction policy in the United Kingdom to the extent that the Insured's interest is not protected by any other or more specific insurance

Provided that

- a. the Insured shall give details in writing of such premises as soon as reasonably practicable and shall effect specific cover retrospective to such date of exchange or date of practical completion and pay the appropriate additional premium
- b. this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises

- c. this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section
- d. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £3,000,000 in respect of any one Premises occupied solely for office, retail or residential purposes
  - ii. £1,000,000 in respect of any one Premises occupied for any other purposes, or
  - iii. £250,000 in respect of any one Unoccupied Premises
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments.

## 14. Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

## 15. Relocation of Tenants

In the event that the tenant is relocated to an empty Premises of the Insured following Damage the claim for any resultant loss of Rent in relation to the Damaged Premises will not be reduced provided that

- a. the Buildings are insured under the Property Damage Section of this Policy
- b. the maximum the Insurer will pay by any item is the Sum Insured.

## 16. Rent Free Period

If at the date of the Damage no Rent is receivable in respect of all or any part of the Premises due solely to the existence of a contractual agreement granting any tenant or lessee a Rent Free Period then at the option of the Insured and in respect only of that part of the Premises subject to such agreement then for the purpose of this Basis of Settlement Adjustment the following shall apply:

The Maximum Indemnity Period shown in the Schedule shall be adjusted by adding the unexpired portion of the Rent Free Period at the date of the Damage to the number of months shown in the Schedule provided that such additional period does not exceed 12 months (unless otherwise agreed by the Insurer in writing).

In respect of the cost of re-letting such costs and expenses which are necessarily and reasonably incurred during the Rent Free Period shall be regarded as having been incurred during the Indemnity Period.

When assessing the amount of any charge or expense ordinarily payable out of Rent which shall cease or reduce the sum saved during the Rent Free Period shall be deducted from the amount otherwise payable.

Underinsurance Condition: Rent shall mean the actual annual Rent that applies from the date immediately after the Rent Free Period ceases proportionately increased where the Indemnity period exceeds one year.

Rent Free Period shall mean the period between the completion date of the lease and the commencement date of the payment of Rent.

Subject to

- i. allowance for the amount of the actual future Rent having been included in the Sums Insured under this Section
- ii. the liability of the Insurer in total in any one Period of Insurance shall in no case exceed 200% of the Sum Insured specified against the relative item or any limit of liability stated in this Section whichever is the lower.

## 17. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the Specified Events of Storm or Flood is deemed to be one claim. The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

## 18. Service Charges and Other Charges

Rent is deemed to include

- i. service charges and other income paid or payable to the Insured for the use of the Premises and services provided in connection therewith and for car parking facilities
- ii. insurance premiums where there is a cessor clause in the lease which enables the lessee to cease paying such premiums or part thereof in the event of Damage

unless otherwise stated in the Schedule.

## 19. Trends and Variations

Adjustments shall be made in arriving at the actual Rent during the Indemnity Period and the Maximum Indemnity Period to reflect any trends or circumstances (including but not limited to prospective increases in Rent under the terms of the lease or leases of the Premises) which affect the Business either before or after the date of the Damage and which would have affected the Business had the Damage not occurred so that the adjusted figure will represent, as near as possible, the results which would have been achieved during the relative period had the Damage not occurred.

## 20. Underinsurance (Average)

If the Sum Insured by any Item on Rent at the commencement of the Period of Insurance is less than the Calculated Rent for that item the amount payable will be proportionately reduced

For the purpose of this Condition Calculated Rent means

For occupied Premises or occupied parts of Premises The amount of the actual annual Rent at commencement of the Period of Insurance plus increases as a result of rent reviews known to be due during such Period of Insurance proportionately increased when the Maximum Indemnity Period exceeds 12 Months

For Premises or parts of Premises that are Unoccupied The amount of annual Rent at commencement of the Period of Insurance that it is reasonably anticipated would have been paid or payable to the Insured during such Period of Insurance proportionately increased when the Maximum Indemnity Period exceeds 12 Months

For Premises subject to a Rent Free Period concession the actual annual Rent that applies from the date immediately after the Rent Free Period ceases.

## 21. Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

## Extensions

Any claim resulting from interruption of or interference with the Business at any situation or to any property shown below, within the United Kingdom, shall be understood to be Business Interruption as covered by this Section

Provided that after the application of all other terms, exclusions, conditions and provisions of this Section the liability of the Insurer for any one claim shall not exceed the Limit stated in respect of each extension

### 1. Managing Agents Premises

Damage to property at any location in the United Kingdom owned or occupied by the Insured's managing agents for the purposes of their business in consequence of which the Rent receivable by the Insured is reduced

Provided that

- i. such loss of Rent is not insured by any other policy
- ii. such loss of Rent is not paid to the Insured as a direct result of the Damage
- iii. Rent is not outstanding for more than 120 days in excess of its due date
- iv. the Insured take all reasonable steps to recover rent receivable and repay to the Insurer all sums paid to the Insured under this Extension which they later recover
- v. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 10% of the Sum(s) Insured by the relevant items or £500,000 whichever is the less unless specified otherwise in the Schedule.

### 2. Denial of Access – Damage

Damage to property in the immediate vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Premises or property in the Premises is destroyed or damaged or not but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services to the Premises.

Provided that the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item, unless specified otherwise in the Schedule.

### 3. Denial of Access – Non Damage

Access to the Premises or any property or rights of way in the immediate vicinity of the Premises being hindered or prevented as a result of the actions or advice of the Government a Local Authority or other statutory body due to an emergency arising which is likely to endanger life or property

Provided that there shall be no liability under this Extension for any interruption or interference caused by or arising from

- a. the condition of the Premises or the business carried on within the Premises
- b. the Insured's or lessee's non compliance with a prior order of the Police or any statutory body
- c. any period other than the actual period of hindrance or prevention of access to the Premises or use of the Premises
- d. any consequence of physical Damage
- e. any consequence of labour disputes infections or contagious diseases or drought
- f. any cause within the control of the Insured or any lessee
- g. any loss which is a direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
- h. any loss arising from the obstruction of roads streets and other rights of way by weather or climatic conditions

Provided that the Insurer shall not be liable under this Extension for

1. any prevention hindrance or use of the Premises which does not last for at least four (4) consecutive hours
2. more than the limit stated below in respect of any one claim

**Limit;** £50,000 unless specified otherwise in the Schedule.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed three (3) months.

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#### 4. Loss of Attraction – Leased premises

Damage to property in the immediate vicinity of the Premises which causes a loss of custom to the lessee's business due to a fall in the number of customers visiting the area in consequence of which the Rent receivable by the Insured is reduced

Provided that

- a. Damage shall exclude obstruction of roads, streets and the like by weather or climatic conditions
- b. the Maximum Indemnity Period shall not exceed three (3) months
- c. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 10% of the Sum(s) Insured by the relevant items or £500,000 whichever is the less unless specified otherwise in the Schedule.

#### 5. Loss of Attraction – Unleased Premises

Damage to property in the immediate vicinity of the Premises which in direct consequence results in the termination and or renegotiation of any agreements for lease and or other loss of tenancy and or delay in completion or letting of the Premises and in consequence of which the Rent receivable by the Insured is reduced

Provided that

- a. Damage shall exclude obstruction of roads, streets and the like by weather or climatic conditions
- b. the Maximum Indemnity Period shall not exceed three (3) months
- c. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 10% of the Sum(s) Insured by the relevant items or £100,000 whichever is the less unless specified otherwise in the Schedule.

#### 6. Supply Undertakings

A. Damage to property at any land based premises  
B. Damage to property comprising any land based connecting cable pipe or pylon to the terminal connecting point at the Premises  
of any supply undertaking service provider or producer in the United Kingdom from which the Insured obtains

- i. electricity (including generating stations or sub-stations)  
**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.
- ii. gas (including any natural gas producer linked directly therewith)  
**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.
- iii. water (including works and pumping stations)  
**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.
- iv. telecommunications services  
**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.

Provided that

- a. the Insurer shall not be liable for any Business Interruption which does not involve a cessation of supply for at least four (4) consecutive hours in respect of B.
- b. the Insurer shall not be liable for any Business Interruption caused by or arising from or attributable to any overhead transmission and distribution lines and their supporting structures other than those within one (1) mile of the Premises.

#### 7. Documents

Damage to documents belonging to the Insured or held by the Insured in trust, whilst at premises not being the Insured's Premises, or in transit by road, rail or inland waterway. Provided that the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.

## 8. Failure of Supply

Accidental failure of supply of

- i. 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule
- ii. 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule
- iii. 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule
- iv. 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule

Provided that

- a. the Insurer shall not be liable for any Business Interruption which does not involve a cessation of supply for at least four (4) consecutive hours and at least twelve (12) consecutive hours in respect of the supply of telecommunications services
- b. the Insurer shall not be liable for any claim resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
- c. in respect of the supply of telecommunications services the Maximum Indemnity Period shall not exceed 3 months
- d. the Insurer shall not be liable for any claim resulting from failure caused by
  - i. strikes or any labour or trade dispute
  - ii. drought
  - iii. other atmospheric or weather conditions but this shall not exclude failure due to damage caused by such conditions
- e. the Insurer shall not be liable for any Business Interruption caused by or arising from or attributable to the failure of any overhead transmission and distribution lines and their supporting structures other than those within one (1) mile of the Premises
- f. this Extension excludes Business Interruption as insured under the Supply Undertakings Extension

## 9. Exhibition Sites

Damage to property at any exhibition site within the United Kingdom

Provided that

- i. such exhibition site is not under canvas or in the open
- ii. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** £25,000 unless specified otherwise in the Schedule.

## 10. Specified Illness, Vermin, Pest, Defective Sanitation, Murder or Suicide

Any claim resulting from interruption or interference with the Business during the Indemnity Period in consequence of the under noted contingencies shall be deemed to be Damage as covered by this Section subject to the following definitions conditions and provisos

### Contingencies

- A. any occurrence of a Specified Illness at the Premises or injury or illness sustained by any person caused by food or drink poisoning arising from food or drink supplied from the Premises
- B. any discovery of an organism likely to result in the occurrence of a Specified Illness at the Premises
- C. any occurrence of Legionellosis at the Premises
- D. the discovery of vermin or pests at the Premises
- E. any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- F. any occurrence of murder or suicide at the Premises

Provided that

1. the Insurer shall not be liable in respect of Costs incurred in cleaning repair replacement recall or checking of property
2. the Insurer shall only be liable for loss arising at those Premises which are directly affected by any Contingency
3. the Insurer shall not be liable in respect of any other Business Interruption Extensions
4. the Insurer shall not be liable in respect of the provisions of any automatic reinstatement extension which will not apply in respect of any of these Contingencies

5. the insured, in so far as is practical, shall ensure compliance with the Health and Safety Commission' Approved Code of Practice "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary, replacement or amending Code of Practice
6. the Insurer shall not be liable in respect of any one claim for more than the limit stated below

**Limit;** £250,000 unless specified otherwise in the Schedule.

For the purpose of this Extension the following Definitions will apply:

### Specified Illness

An illness sustained by any person resulting from

1. food or drink poisoning, or
2. any of the following human infectious or human contagious diseases:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them.

### Legionellosis

Illness sustained by any person resulting from any discharge, release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.

### Indemnity Period

In respect of Contingencies D. and E., the period during which the results of the Business shall be affected in consequence due to the discovery or accident, beginning with the date from which restrictions on the use of the Premises start and ending not later than 3 (three) months thereafter.

In respect of all other contingencies:

The period during which the results of the Business shall be affected in consequence due to the occurrence or discovery, beginning with the date of the occurrence or discovery and ending not later than 3 (three) months thereafter.

## 11.Anchor Tenants

Property in any part of the Premises directly resulting in the termination of any agreements for leases or other loss of tenancy or delay in completion of letting other parts of the Premises

- a. the Maximum Indemnity Period shall not exceed 12 months
- b. Limit 10% of the Sum Insured by the relevant items or £1,000,000 whichever is the less

## Exclusions

This Section does not cover:

1. Business Interruption caused by or consisting of:
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - b. the bursting of any boiler (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only), belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only
  - c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the Insurer will pay for subsequent Business Interruption which itself results from a cause not otherwise excluded
  - d. faulty or defective workmanship by the Insured or any employee of the Insured
  - e. operational error or omission, by the Insured or any employee of the Insured but the Insurer will pay for
    - i. such Business Interruption not otherwise excluded which itself results from a Specified Event
    - ii. subsequent Business Interruption which itself results from a cause not otherwise excluded
  - f. acts of fraud or dishonesty by any partner, director or employee of the Insured but the Insurer will pay for such Business Interruption not otherwise excluded which itself results from a Specified Event.

## 2. Business Interruption

- a. caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. caused by or consisting of change in temperature, colour, flavour, texture or finish
  - c. caused by theft or attempted theft
    - i. which does not involve entry to or exit from a building or part of a building at the Premises by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises (but this shall not exclude theft or attempted theft of a building or part of a building provided that at the time of the Damage there shall be in force insurance against such Damage under the Property Damage Section of this Policy)
    - ii. to property in the open or in open fronted buildings or in buildings not on permanent foundations
    - iii. expedited or in any way brought about by the Insured or any partner, director or employee of the Insured
  - d. consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - e. consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - f. caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services
- but the Insurer will pay for
- i. such Business Interruption not otherwise excluded, which itself results from a Specified Event or from any other accidental loss, destruction or damage
  - ii. subsequent Business Interruption which itself results from a cause not otherwise excluded.

3. Loss resulting from pollution or contamination but the Insurer will pay for such loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded, caused by

- a. pollution or contamination which itself results from a Specified Event
- b. any Specified Event which itself results from pollution or contamination.

## 4. Business Interruption caused by or consisting of:

- a. subsidence, ground heave or landslip
  - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths, and similar hard surfaced areas unless a building at the same Premises is also Damaged by the same cause at the same time
  - ii. resulting from
    - a. the settlement or movement of made-up ground
    - b. coastal or river erosion
    - c. defective design or workmanship or the use of defective materials
  - iii. which commenced prior to the inception of this cover
  - iv. occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises
- b. normal settlement or bedding down of new structures

## 5. Business Interruption arising directly or indirectly from

- a. disappearance unexplained or inventory shortage, misfiling or misplacing of information
- b. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons
- c. other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, but the Insurer will pay for such Business Interruption resulting from a Specified Event in so far as it is not otherwise excluded

6. Loss resulting from destruction or damage to any building or structure used by the Insured at the Premises caused by its own collapse or cracking, but the Insurer will pay for such loss resulting from a Specified Event in so far as it is not otherwise excluded

7. Business Interruption in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

8. Business Interruption
  - a. caused by fire, resulting from its undergoing any heating process or any process involving the application of heat
  - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion.
9. Business Interruption in respect of any building which is Unoccupied caused by
  - a. freezing
  - b. escape of water from any tank, apparatus or pipe
  - c. malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion.
10. Business Interruption in respect of
  - a. glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects
  - b. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - c. property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - d. land, piers, jetties, bridges, culverts or excavations
  - e. livestock or growing crops
 but the Insurer will pay for such Business Interruption caused by a Specified Event in so far as it is not otherwise excluded.
11. Business Interruption directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure
  - a. correctly to recognise any date as its true calendar date
  - b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date but the Insurer will pay for subsequent Business Interruption which is not otherwise excluded and which itself results from a Specified Event.

12. Business Interruption in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion, and (except in respect of Business Interruption by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

13. The amount of any Excess specified in the Schedule.

## Section Conditions

### 1. Alteration

Unless the Insurer agrees in writing the insurance by this Section shall be avoided where there is an alteration after the commencement of this insurance

- a. where the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b. any alteration is made in the Business or in the Premises or property in them which increases the risk of Damage as insured by this Section
- c. where the interest of the Insured ceases other than by death
- d. in respect of subsidence ground heave or landslide by any building demolition or excavation work being carried out on any adjoining site.

### 2. Additional Claims Conditions

In the event of Damage, in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a. within 30 days after such Damage (7 days in the case of Damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow in writing, full information in writing of the Damage

- b. not later than 30 days after the expiry of the Indemnity Period or such further time as the Insurer may allow in writing, full information in writing of the particulars of the claim together with details of all other policies covering the Premises for the purpose of the Business or any part of the Business and the amount of any resulting Damage
- c. such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected with it
- d. with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.

Particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at any time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this Condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

### 3. Contribution

If at the time of any Damage resulting in a claim under this Section there is any other insurance effected by or on behalf of the Insured covering such loss or any part of it, the liability of the Insurer under this section shall be limited to the Insurer's rateable proportion of such loss.

### 4. Subrogation

Any claimant under this insurance shall at the request and the expense of the Insurer take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Insurer

The Insurer shall not enforce any rights against

- a. a tenant or lessee in respect of Damage to the part of the Premises in the demise of that tenant or lessee or to common parts of the Premises unless the Damage arises out of a criminal fraudulent or malicious act
- b. any Company being a parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986.

### 5. Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions. Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

### 6. Declarations

The Insured may at the Insured's option provide the Insurer with a declaration confirmed by the Insured's auditors or professional accountants of the Rent earned during the financial year most nearly concurrent with an expired Period of Insurance. If any Damage has occurred giving rise to a claim for loss of Rent, such declaration will be increased by the Insurer for the purpose of premium adjustment by the amount by which the Rent was reduced during such financial year solely in consequence of such Damage.

If such declaration of Rent is proportionately increased where the maximum Indemnity Period exceeds 12 months is less than the Sum Insured on Rent for the relative Period of Insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

# Employers' Liability

## Definitions

### Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock.

### Employee

- A. Any person under a contract of service or apprenticeship with the Insured
- B. Any of the following persons whilst working for the Insured in connection with the Business
  - i. any labour master or labour only subcontractor or person supplied by him
  - ii. any self-employed person providing labour only
  - iii. any trainee or person undergoing work experience
  - iv. any voluntary helper
  - v. any person who is borrowed by or hired to the Insured
  - vi. any person working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation
  - vii. any prospective employee being assessed by the Insured as to their suitability for employment and where the Insured requests any outworker or home worker when engaged on work on behalf of the Insured.

### Business

The Business specified in the Schedule and conducted solely from the United Kingdom and including

- A. the ownership repair and maintenance of premises used in connection therewith
- B. the provision and management of canteen social sports or welfare organisations for the benefit of Employees and the ambulance first aid fire medical and security services of the Insured
- C. the execution of private duties by Employees for any director partner or senior official of the Insured
- D. the repair and/or servicing of the Insured's motor vehicles
- E. the training or retraining of any Employee at Government or other training centres
- F. participation at trade shows or exhibitions by the Insured
- G. sponsorship by the Insured of sporting charity literary and theatrical events and competitions
- H. provision of nursery crèche or child care facilities where incidental to the Business
- I. provision of car parking for the benefit of Employees, customers and visitors.

## Territorial Limits

- A. The United Kingdom
- B. Elsewhere in the world in respect of Injury sustained by any Employee resident within the United Kingdom and caused whilst such Employee is temporarily employed outside the United Kingdom provided that any action for compensation in respect of such Injury is brought in a court of law within the United Kingdom or any other member country of the European Union.

## Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. Any pipe or system of pipes in the sea or tidal waters
- D. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in A., B. or C. above.

## An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## Cover

- A. The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a. in connection with the defence of any claim
- b. for representation of the Insured
  - i. at any coroner's inquest or fatal accident inquiry in respect of death
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section.

## B. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- a. in the event of the death of the Insured, to any personal representative of the Insured in respect of liability incurred by the Insured and if the Insured so request the Insurer will indemnify the following parties
- b. any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- c. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- d. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

## Limit of Indemnity

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule provided that

### A. Act of Terrorism

The Limit of Indemnity shall not exceed £5,000,000 in respect of an Act of Terrorism.

If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

## B. Corporate Manslaughter and Corporate Homicide Act 2007

In respect of the indemnity provided under this Section for the Corporate Manslaughter and Corporate Homicide Act 2007:

- a. the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance
- b. all amounts payable will form part of and not be in addition to the Limit of Indemnity as stated in the Schedule
- c. where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals arising from such proceedings arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## Extensions

(Subject to the terms limits conditions and exclusions of this Section and the Policy)

### A. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i. the proceedings relate to the health, safety or welfare of any Employee
- ii. the Insurer shall have the conduct and control of all the said proceedings and appeals.

the Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other policy.

## B. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a. is obtained by such Employee in any court situate within the United Kingdom against any person or corporate body domiciled or operating from premises within the United Kingdom and
- b. remains wholly or partly unsatisfied six months after the date of such judgement

the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the Employee shall have assigned the judgement to the Insurer
- iii. this Section was shown in the Schedule at the time of the Injury.

## C. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i. any director or partner £500
- ii. any Employee £250.

## D. Corporate Manslaughter and Corporate Homicide Act 2007

This Section extends to indemnify the Insured in respect of

- A. legal costs and expenses incurred with the prior written consent of the Insurer and
- B. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be the subject of indemnity under this Section

Provided that

- a. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment
- b. the Insurer's liability under this Extension shall not exceed the Limit of Indemnity B.

In respect of this Extension the Insurer will not pay for

- i. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the United Kingdom
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

## Exclusions

This Section does not cover

1. liability in respect of Injury to any Employee arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. liability in respect of Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.

## Section Conditions

### 1. Compulsory Insurance Legislation

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.

### 2. Certificate of Employers' Liability

If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### 3. Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any rateable proportion, other than in excess of the amount payable under such other policy or section or which would have been payable under such other policy or section, had this Section not been effected.

### 4. Alteration

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

### 5. Discharge of Liability

The Insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

### 6. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to the Insurer by or on behalf of the Insured the Insured shall keep a record of all such relevant particulars and shall allow the Insurer to inspect such records at any reasonable time.

The Insured shall furnish the Insurer with such information as the Insurer may require at the expiry of each Period of Insurance. The premium shall be adjusted annually and any difference shall be paid by or returned to the Insured subject to any agreed minimum or deposit premium.

# Property Owners Liability Section

## Definitions

### Injury

- A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### Employee

- A. Any person under a contract of service or apprenticeship with the Insured
- B. Any of the following persons whilst working for the Insured in connection with the Business
  - i. any labour master or labour only subcontractor or person supplied by him
  - ii. any self-employed person providing labour only
  - iii. any trainee or person undergoing work experience
  - iv. any voluntary helper
  - v. any person who is borrowed by or hired to the Insured
  - vi. any person working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation
  - vii. any prospective employee being assessed by the Insured as to their suitability for employment and where the Insured requests any outworker or home worker when engaged on work on behalf of the Insured.

### Business

The Business specified in the Schedule and conducted solely from the United Kingdom and including

- A. the ownership repair and maintenance of Premises used in connection therewith
- B. the provision and management of canteen social sports or welfare organisations for the benefit of Employees and the ambulance first aid fire medical and security services of the Insured
- C. the execution of private duties by Employees for any director partner or senior official of the Insured
- D. the repair and/or servicing of the Insured's motor vehicles
- E. the training or retraining of any Employee at Government or other training centres
- F. participation at trade shows or exhibitions by the Insured
- G. sponsorship by the Insured of sporting charity literary and theatrical events and competitions
- H. provision of nursery crèche or child care facilities where incidental to the Business

- I. provision of car parking for the benefit of Employees customers and visitors.

### Territorial Limits

- A. The United Kingdom
- B. Any other member country of the European Union
- C. Elsewhere in the world in respect of Injury, loss or damage caused by or arising from
  - i. non-manual activities of any partner, director or Employee of the Insured normally resident within the United Kingdom and occurring during any journey or temporary visit
  - ii. Products.

### Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

### Pollution or Contamination

- A. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- B. all Injury, loss or damage directly or indirectly caused by such pollution or contamination.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. Any pipe or system of pipes in the sea or tidal waters
- D. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in A., B. or C. above.

### An Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

## Intellectual Property Rights

Any patent trade mark copyright registered design technical or commercial information or other intellectual property.

## Notice of Adjudication

Any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 or any subsequent legislation applies stating an intention to refer a dispute under the contract to adjudication.

## Cover

- A. The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a. Injury to any person
  - b. loss of or damage to material property
  - c. nuisance, trespass, obstruction or interference with any right of way, light, air or water
- occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a. in connection with the defence of any claim
- b. for representation of the Insured
  - i. at any coroner's inquest or fatal accident inquiry in respect of death
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage

which may be the subject of indemnity under this Section.

### B. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- a. in the event of the death of the Insured, to any personal representative of the Insured in respect of liability incurred by the Insured

and if the Insured so request the Insurer will indemnify the following parties

- b. any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
  - c. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured
- as though each party was individually named as the Insured in this Section
- d. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

## Limit of Indemnity

- A. The Insurer's liability for all compensation payable in respect of
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii. all Injury, loss and damage occurring during any one Period of Insurance and caused by and arising from Products
  - iii. all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.
- B. In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
  - ii. costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.

**C. Act of Terrorism**

In respect of an Act of Terrorism the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser).

If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

**D. Asbestos**

In respect of Injury loss or damage occurring during any one Period of Insurance directly or indirectly caused by or arising from in consequence or in any way involving

- i. exposure to or the inhalation of Asbestos
- ii. fear of the consequences of exposure to or inhalation of Asbestos
- iii. the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos

The liability of the Insurer shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) and such Limit of Indemnity shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

For the purposes of this Limit of Indemnity all such Injury loss or damage which arises from one incident shall be deemed to have occurred at the time such incident takes place.

**E. Corporate Manslaughter and Corporate Homicide Act 2007**

In respect of the indemnity provided under this Section for the Corporate Manslaughter and Corporate Homicide Act 2007:

- a. the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance or Limit of Indemnity stated in the Schedule (whichever is the lesser)
- b. all amounts payable will form part of and not be in addition to the Limit of Indemnity as stated in the Schedule

- c. where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals arising from such proceedings arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## Extensions

(Subject to the terms limits conditions and exclusions of this Section and the Policy)

**A. Joint Insured – Cross Liabilities**

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.

**B. Overseas Personal Liability**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within the United Kingdom in the course of any journey or temporary visit to any other country made in connection with the Business.

**C. Motor Contingent Liability**

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover liability

- a. in respect of loss of or damage to such vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than the Insured
- d. incurred by any party identified in paragraph B. (Indemnity to Other Parties) other than an Employee.

For the purpose of this cover Exclusion 1. (Injury to Employees) does not apply.

#### D. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an Employee
- ii. the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other insurance.

#### E. Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 committed during the Period of Insurance within the United Kingdom and arising in connection with the Business

Provided that the Insurer will not pay for

- a. any damage or distress caused by a deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- d. any damage or distress caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person.

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998.

#### F. Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001 in connection with premises or land disposed of by the Insured.

Provided that this Extension does not cover

- a. the costs of rectifying any damage or defect in the premises or land disposed of
- b. liability for which the Insured is entitled to indemnity under any other insurance
- c. the presence of Asbestos.

#### G. Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a. Part 2 of the Consumer Protection Act 1987 or
- b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other policy.

#### H. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i. any director or partner £500
- ii. any Employee £250

#### I. Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

- a. under Exclusion 9. a. except as stated therein
- b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

#### J. Legionellosis Liability

Exclusion 4b. shall not apply to any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like

Provided that

- a. the Insurer will only indemnify the Insured
  - i. in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance
  - or
  - ii. if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty days (30) after expiry of the same Period of Insurance
- b. the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity shown in the Schedule

- c. this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

#### K. Corporate Manslaughter and Corporate Homicide Act 2007

This Section extends to indemnify the Insured in respect of

- a. legal costs and expenses incurred with the prior written consent of the Insurer and
- b. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the Period of Insurance in the course of the Business and which may be the subject of indemnity under this Section

Provided that

- a. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment
- b. the Insurer's liability under this Extension shall not exceed the Limit of Indemnity E.

In respect of this Extension the Insurer will not pay for

- i. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the United Kingdom

- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

#### L. Libel and Slander

This Section extends to indemnify the Insured in respect of legal liability to pay damages claimants' costs and expenses and costs and expenses incurred by the Insurer or with the written consent of the Insurer in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business

Provided that

- a. the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications and advertising material prepared by the Insured
- b. the first 10% or £1,000 (whichever is the greater) of all compensation costs and expenses payable in respect of each occurrence shall be retained by the Insured as their own liability which will be payable before the Insurer shall be liable to make any payment
- c. this Extension does not cover any claim arising from proceedings brought against the Insured in a court of law outside the United Kingdom or any other member country of the EU
- d. the liability of the Insurer under this Extension in respect of any one claim and in total for all claims made during any one Period of Insurance shall not exceed £250,000 inclusive of all costs and expenses.

#### Special Claims Conditions applicable to Libel and Slander Cover

1. Upon the Insured becoming aware of any publication or material published or statement likely to give rise to liability under this Extension and again upon receipt by the Insured of notice of any claim whether well or ill founded the Insured shall immediately and in any case within 7 days give notice of the same to the Insurer and supply a copy of such publication or material published together with any communication received from any claimant
2. The Insured shall not disclose the fact that they are insured.

#### M. Financial Loss

This Section extends to indemnify the Insured described in the Schedule and no other party against liability at law for damages and claimants' costs and expenses and costs and expenses incurred by the Insurer or with the written consent of the Insurer for accidental Financial Loss in connection with the Business

Financial Loss shall mean for the purpose of this Extension a pecuniary loss cost or expense incurred within the United Kingdom during the Period of Insurance by a tenant as a direct result of the failure of the Insured to provide any property or service where such loss cost or expense is not consequent upon death of or bodily injury to any person or loss of or damage to material property

Provided that

- i. this Extension applies only in respect of any claim made against the Insured and notified to the Insurer during the Period of Insurance or within 30 days after the expiry of the Period of Insurance
- ii. the indemnity will not apply to legal liability for fines or penalties, compensation ordered or awarded by a Court of Criminal Jurisdiction, or aggravated exemplary or punitive damages awarded by any Court outside the United Kingdom
- iii. the indemnity granted by the Cross Liabilities Cover shall not apply
- iv. the first 10% of or £1,000 (whichever is the greater) of each and every claim shall be retained by the Insured as their own liability and will be payable before the Insurer shall be liable to make any payment
- v. the liability of the Insurer in respect of all claims made during any one Period of Insurance including all costs and expenses shall not exceed £50,000 and the total amount payable under this Section during any one Period of Insurance (including this Extension) shall not exceed the Limit of Indemnity.

The indemnity provided by this Extension shall not apply to

- a. any liability which attaches by reason of any express term of any contract or agreement unless such liability would have attached notwithstanding such term
- b. liability in respect of the failure or partial failure of any managing agent of the Insured to properly fulfil their obligations under any contract with the Insured
- c. the cost of reinstating or replacing any property

- d. the cost of or reduction in value of any property, Products or work carried out by the Insured or on behalf of the Insured
- e. liability arising out of any act of fraud or dishonesty or insolvency or financial default of the Insured or inducement of breach of contract
- f. liability arising out of or in connection with passing off of any Intellectual Property Rights
- g. liability arising from the non performance non-completion or delay in completion of any contract agreement or work financial default or insolvency
- h. liability arising out of professional advice or professional negligence
- i. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good recall or the cost of or reduction in value of anything sold supplied manufactured work executed supervised or structure erected by or on behalf of the Insured
- j. liability arising from actual or alleged breach of duty breach of trust breach of contract neglect error mis-statement misleading statement omission breach of warranty of authority or other act done or wrongfully attempted by any director or officer of the Insured
- k. any claim which arose out of any circumstances known to the Insured at the inception of this Extension
- l. liability to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- m. liability arising out of any occurrence happening before the inception date of this Extension.

**O. Obstructing Mechanically Propelled Vehicles**

If a mechanically propelled vehicle which is not the property or responsibility of the Insured causes an obstruction within the United Kingdom to the extent of interfering with the carrying out of the Business then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) the Insurer will indemnify the Insured in the terms of this Section in respect of the legal liability of the Insured for Injury or loss of or damage to material property arising from the movement of such vehicle by the Insured or by any Employee

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

## Exclusions

This Section does not cover

### 1. Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

### 2. Work on Offshore Installations

Liability in respect of Injury, loss or damage arising in connection with work on or travel to or from Offshore Installations.

### 3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

### 4. Pollution or Contamination

Liability in respect of

- a. Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
- b. Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

### 5. Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

## 6. Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

## 7. Property in the charge or control of the Insured

Liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

- a. personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
- b. premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c. premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

## 8. Damage to Goods Supplied

Liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i. any such goods or property
  - ii. any defective work executed by or on behalf of the Insured

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract.

## 9. Products

In respect of Injury, loss or damage caused by or arising from Products

- a. any liability which attaches to the Insured solely under the terms of an agreement other than
  - i. under any warranty of goods implied by law
  - ii. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway

- b. any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insureds knowledge was intended to be installed or incorporated in any such craft.

## 10. Advice and Design

Liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

## 11. Contract Works and J.C.T. Clause 21.2.1

Liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b. against which the Insured are required to effect insurance under the terms of Clause 21.2.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

## 12. Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

## 13. Excess

The amount of any Excess specified in the Schedule.

## Section Conditions

### 1. Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

### 2. Alteration

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

### 3. Notice of Adjudication

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Section provide immediate notice (on the first working day thereafter) of such Notice to the Insurer.

### 4. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to the Insurer by or on behalf of the Insured the Insured shall keep a record of all such relevant particulars and shall allow the Insurer to inspect such records at any reasonable time.

The Insured shall furnish the Insurer with such information as the Insurer may require at the expiry of each Period of Insurance. The premium shall be adjusted annually and any difference shall be paid by or returned to the Insured subject to any agreed minimum or deposit premium.

# Legal Expenses Insurance

## Important information

### Legal Advice

**Property Owners Select** policyholders have access to **Lawphone**. This helpline provides advice on any of **your** company's legal matters 24 hours a day, all year round. **We** may record the calls to protect **you**.

Call **Lawphone** on: **0870 241 4140**, quoting **master policy number 36043**.

### Employment claims

Please note **we** will only provide this cover if **you** discuss the dispute with **Lawphone** before **you** take any action and follow the advice given.

### How to make a claim

When **you** call **Lawphone**, please quote **master policy number 36043**. **You** will be asked for a brief summary of the problem, and these details will be passed to an adviser who will return **your** call. If **you** need to make a claim, **we** will arrange for a claim form to be sent to **you**. Please fill in the claim form and send to the Claims Department at:

Allianz Legal Protection,  
Redwood House,  
Brotherswood Court,  
Great Park Road,  
Bradley Stoke,  
Bristol BS32 4QW

**We** will contact **you** once **we** have received the claim form.

### Complaints

**Our** aim is to get it right, first time every time. If **we** make a mistake **we** will try to put it right promptly.

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

If **we** have not resolved the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service.

Should **you** wish to make a complaint then it should be directed to the Customer Satisfaction Manager at **our** address shown above.

Referral to the Financial Ombudsman Service does not affect **your** legal rights.

## Financial Services Compensation Scheme

Allianz Legal Protection contributes to the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** liabilities. For compulsory insurance **you** may be entitled to compensation up to 100% of the claim. For all other types of insurance **you** may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## The meaning of the words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy. These words are highlighted in bold throughout **your** policy.

## Your cover

**We** agree to cover **you** under the terms and conditions of this policy, as long as:

- the event giving rise to the claim happened within the **territorial limit** and within the **period of insurance**;
- the premium has been paid;
- the claim will be decided by a court within the **territorial limit**;
- the claim is not covered under any other insurance policy; and
- there is a reasonable chance of recovering damages or getting another remedy for a successful defence.

The contract between **you** and **us** is based on the proposal you have filled in.

## The following definitions apply to all sections

### We, us, our

Allianz Legal Protection.

### You, your

The person or organisation named in the schedule and any partners, directors and employees.

### Legal representative

The solicitor or other person **we** appoint under this policy to represent **you** and protect **your** interests.

### Period of insurance

The period shown in the schedule.

## Costs

Under this policy, **we** will pay the following.

- The professional fees and expenses reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts.
- **Your** opponent's (the other person or organisation in the case) **costs** which **you** are ordered to pay by a court or tribunal.

## The following definitions apply to Standard cover and Business Legal Expenses

### Territorial limit

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Territorial limit (for Personal Injury cover only)

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco the Netherlands, Norway, Poland Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### Award

An unfair dismissal basic **award**, and unfair dismissal compensatory **award**, an unfair dismissal additional **award**.

### The property

The property owned by **you** and declared to **us**.

### The tenant

The person (or people) who rents the **property** from **you**.

### Tenancy agreement

The agreement under which **you** let **your property** to the **tenant** on a non residential basis.

## 1. Standard Cover

(where specified as Insured in the Schedule)

### Prosecution defence

#### What is covered under Prosecution defence

**We** will pay the **costs** of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for an offence arising out of **your** business activities.

**We** will provide this cover as long as the criminal act **you** are accused of occurred during the **period of insurance**.

The most **we** will pay for all claims arising from one event is £50,000

#### What is not covered under Prosecution defence

**We** will not provide cover for the following:

1. Any pollution incident.
2. Any prosecution relating to owning, driving or using a motor vehicle.

## Property

### What is covered under Property

**We** will pay the **costs** for **you** to take legal action over a dispute relating to:

- physical damage caused to **your** business premises by another person or organisation;
- physical damage caused by another person or organisation to **property** which **you** own or are legally responsible for and which is in or on **your** business premises.

The most **we** will pay for all claims arising from one event is £50,000

#### What is not covered under Property

**We** will not provide cover for the following:

1. Property damage caused by mining or subsidence.
2. Property damage relating to driving or using a motor vehicle.

## 2. Business Legal Expenses

(where specified as Insured in the schedule)

### Employment contract

#### What is covered under Employment contract

**We** will pay the **costs** of defending **your** legal rights after any event which results in civil proceedings being brought against **you** by an employee over a dispute relating to a contract for permanent employment.

Once **we** have defended **your** legal rights, **we** will pay any **award** the court or tribunal orders **you** to pay.

**We** will provide this cover as long as **you** discuss the dispute with **Lawphone** before **you** take any action and follow the advice given.

The most **we** will pay for all claims arising from one event is £50,000, apart from **Awards** where the most **we** will pay for all claims arising from one event is £25,000

#### What is not covered under Employment contract

We will not provide cover for the following:

1. Any dispute arising in the first three months of the date this policy starts.
2. Any dispute arising in the first six months of this policy with an employee **you** have given a verbal or written warning to in the six months leading up to the date this policy starts.
3. Any dispute over redundancy.
4. Any dispute if **you** have not followed the full disciplinary procedure set out in **your** contracts of employment.
5. Anything to do with sub contracting or contracts for services with anyone who is self-employed.
6. Any dispute with a company director unless the action is brought at an employment tribunal.
7. Any dispute where **you** are accused of constructive dismissal.

#### Commercial tenancy disputes

##### What is covered under Commercial tenancy disputes

We will pay the **costs** for **you** to take legal action over a dispute about **your tenancy agreement**.

The most **we** will pay for all claims arising from one event is £50,000.

##### What is not covered under Commercial tenancy disputes

We will not provide cover for disputes over rent, business rate or service charges.

#### Tax & VAT

##### What is covered under Tax & VAT

We will pay the **costs** for **you** to appeal against any terms and conditions put on **you** by the Inland Revenue or HM Customs and Excise after finishing an in-depth investigation into **your** most recent accounts for the following.

- **Your** PAYE tax arrangements.
- **Your** business tax arrangements.
- **Your** VAT arrangements.

We will provide this cover as long as:

- **you** have kept to the legal requirements for keeping **your** accounts and tax returns;
- **you** have made all account and tax returns within the time limits allowed; and
- **you** were VAT registered when the VAT offence **you** are accused of happened.

The most **we** will pay for all claims arising from one event is £25,000

#### What is not covered under Tax & Vat

We will not provide cover for the following:

1. Any investigation into criminal activities **you** are accused of.
2. Representations during and in-depth investigation.
3. Investigations started before the start date of this policy.

#### Licence protection

##### What is covered under Licence protection

We will pay the **costs** of defending **your** legal rights after any event which results in a hearing about withdrawing, restricting or suspending **your** business licence.

The most **we** will pay for all claims arising from one event is £50,000

##### What is not covered under Licence protection

We will not provide cover for the following:

1. Hearings arising out of a commercial decision by **you**.
2. **Your** first application for or standard renewal of **your** licence.
3. Any licence appeal relating to owning, driving or using a motor vehicle.
4. Anything to do with drugs offences.
5. Anything to do with under age drinking.

##### What is not covered under Standard cover and Business Legal Expenses

We will not provide cover for 10% of all **costs you** cannot get back at the end of the claim.

#### Jury service

##### What is covered under Jury service

If **you** have to go to court for jury service, **we** will pay **your** salary or wages that **you** cannot get back from the court.

The most **we** will pay is £100 a day for maximum of 20 days.

#### Personal injury

##### What is covered under Personal injury

We will pay the **costs** of **you** taking legal action against another person as a result of an event which causes **your** death or bodily injury and which occurs in the **territorial limits**. Any action rising from the event must also be brought within the **territorial limits**.

The most **we** will pay for all claims arising from one event is £50,000

#### What is not covered under Personal injury

We will not provide cover for the following:

1. Disputes between **you** and **your** employees.
2. Personal injury relating to driving a motor vehicle.

#### The following conditions apply to Standard cover and Business Legal Expenses

If **you** do not keep to the conditions **we** have the right to cancel the policy, refuse any claim and withdraw from any current claims.

##### 1. You must do the following

Make **your** claim within six months from the date of the event which gave rise to the dispute.

##### 2. Your legal representative must do the following

Tell **us** immediately if the other person or organisation in the case makes a payment into court or any offer to settle the matter.

### 3. Residential lettings

(where specified as insured in the Schedule)

The following definitions apply to Residential lettings

#### The agent

**Your** property letting or managing agent.

#### The property

The property owned by **you** and declared to **us** and let to the **tenant** on a residential basis.

#### Guarantor

The person (or people) guaranteeing to meet the **tenant's** obligations if he or she (or they) fail to.

#### Rent

The amount the **tenant** must pay **you** or **the agent**, as set out in the **tenancy agreement**.

#### Deposit

The amount the **tenant** pays to **you** or **the agent** to cover damage to the **property**, unpaid **rent** or any other liability of the **tenant** as set out in the **tenancy agreement**.

#### Territorial limit

Great Britain

#### Tenancy agreement

The agreement under which **you** let the **property** to the tenant. The agreement must be signed by **you** (or the **Agent**) and the **tenant** and must be:

- an assured tenancy (under grounds 1 or 2 of schedule 2 of the Housing Act 1988 as updated and amended by the Housing Act 1996);

- an assured shorthold tenancy (within the meaning of the Housing Act 1988 as updated and amended by the Housing Act 1996);
- a short assured tenancy or assured tenancy (as defined in the Housing [Scotland] Act 1988 and any change to that act); or
- an agreement in which the **tenant** is a limited company or the **rent** is more than £25,000 a year.

#### The tenant

The person (or people) who rents the property from you.

#### What is covered under Residential Lettings

We will pay the **costs** of **you** taking the following action against the **tenant** after he or she has broken the **tenancy agreement**.

- Taking action to evict the **tenant**.
- Recovering **rent** owed by the **tenant**, including the **cost** of up to two enforcement actions.
- Action against the **tenant** if he or she has not kept the **property** in a good state or repair. The amount in dispute must always be greater than £250.

The most **we** will pay for all claims arising from one event is £25,000.

#### What is not covered under Residential Lettings

We will not provide cover for the following:

1. Any claim where the amount in dispute is under £250 at any time.
2. Any dispute which happens within 3 months of the start of this policy unless the **tenancy agreement** began after the policy started.
3. Any claim arising out of a contract **you** have with any person or organisation other than the **tenant**.
4. Any claim made more than 2 months following the event giving rise to the dispute.

#### Conditions of Residential Lettings

If **you** do not keep to the conditions **we** have the right to cancel the policy, refuse any claim and withdraw from any current claims.

1. You must do the following.
  - a. Keep to all the conditions of **your** mortgage and **tenancy agreement**.
  - b. Make **your** claim within 2 months of the event giving rise to the dispute.
  - c. Make sure that **you** (or the **agent**) have the following from each **tenant** before the **tenancy agreement** begins:
    - One satisfactory financial or credit reference and one other satisfactory written reference.
    - A **deposit** of at least one month's **rent**.

If a **guarantor** is being used **we** need these things from him or her.

- d. Make sure that **you** (or the **agent**) do the following.
- Prepare a comprehensive inventory of the contents and condition of the **property**. This inventory must be signed by **you** (or the **agent**) and the **tenant**.
  - Check the inventory against the contents and condition of the **property**, while the **tenant** is there, at the time the **tenant** leaves the **property**. If the **tenant** leaves without warning, **you** (or the **agent**) must check the inventory as soon as **you** (or the **agent**) find out the **tenant** has left.
  - Send letters at the following intervals to the **tenant** when **rent** is not paid:
    - i. within 7 days to find out why the **rent** has not been paid and to ask for payment; and
    - ii. after 14 days to demand payment of the **rent** and to tell the **tenant** that he or she risks losing the tenancy if the **rent** continues to be unpaid; and
    - iii. after 21 days to tell the **tenant** that legal action will be taken against him or her unless the **rent** arrears are paid within the next 7 days.
- e. These are the minimum requirements on **you** (or the **agent**) and should be included in the usual credit control procedures used by **you** (or the **agent**).

2. **Your legal representative must do the following.**  
Tell **us** straightaway if the **tenant** makes a payment into court or any offer to settle the matter.

### What is not covered under any section

**We** will not provide cover for the following:

1. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with the change to the year 2000 or any other date.
2. Any fines or penalties.
3. Any application for a judicial review.
4. Disputes relating to share rights.
5. Anything to do with franchise or distribution agreements.
6. Any claim to do with patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
7. Disputes between **you** and **us**, except as dealt with under condition 7.
8. **Costs we** have not agreed to in writing.
9. Any **costs** covered by another insurance policy.
10. **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.

11. Any VAT which **you** can recover from elsewhere.
12. Claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
13. Claims arising from war, invasion, riot, revolution or a similar event.
14. Disputes or claims arising from anything **you** did deliberately or recklessly.
15. Any claim while:
  - **you** are insolvent (or have committed an act of insolvency);
  - **you** have made an arrangement with the people **you** owe money to;
  - **you** have entered into a deed or arrangement;
  - **you** are in liquidation;
  - part or all of **your** affairs, assets or property are in the care or control of a receiver or a liquidator; or
  - there is an administration order over **your** affairs, assets or property.

### Conditions of all sections

If **you** do not keep to the conditions **we** have the right to cancel the policy, refuse any claim and withdraw from any current claims.

#### 1. Change of risk

**You** must immediately tell **us** about any change in circumstance which might affect **our** liability.

**You** must also give **us** any further information **we** need and pay the appropriate extra premium or receive a refund of premium (as the case may be).

#### 2. You must do the following

- a. Give **us** written details of **your** claim along with any other supporting information **we** ask for.
- b. Follow the **legal representative's** advice and provide any information he or she asks for.
- c. Take every step to recover **costs** and pay them to **us**.
- d. Get **our** written permission before making an appeal.
- e. Make sure that **your legal representative** keeps to condition 3 below.

### 3. Your legal representative must do the following

- a. Get **our** written permission before instructing a barrister or expert witness.
- b. Tell **us** if, at any stage, there is no longer a reasonable chance of getting back damages or defending **your** claim successfully or another way of sorting the matter out.
- c. Report the result of the claim to **us** when it is finished.

### 4. We will have the right to do the following

- a. Take over and conduct, in **your** name, any claim or proceedings.
- b. Settle a claim by paying the amount in dispute.
- c. Appoint the **legal representative** in **your** name and on **your** behalf.
- d. Have any legal bill audited or assessed.
- e. Contact the **legal representative** at any time, and have access to all statements, opinions and reports.
- f. End **your** cover if, during the course of the claim, **we** think there is no longer a reasonable chance of success. If **you** continue the claim and get a better settlement than we expected, **we** will pay **your** reasonable **costs** which **you** cannot get back from anywhere else.
- g. At the end of the claim, settle the **costs** covered by this policy if **you** cannot get those **costs** back from anywhere else.

### 5. Your agreements with others

**We** will not have to keep to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

### 6. Choosing the legal representative

When **you** need to start legal proceedings **you** can choose the **legal representative**.

**You** must send his or her name and address to **us**. If **we** do not agree with **your** choice, **we** will settle the matter as set out under condition 7 below.

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any claim or legal proceedings as low as possible.

### 7. Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who **you** and **we** agree to. If **we** cannot agree on an arbitrator, one will be chosen by the President of the Law Society or by the Chairman of the Bar Council.

The person the arbitrator's decision goes against will pay all the costs of arbitration. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **costs** of arbitration.

### 8. Cancellation

**You** or **we** may cancel the policy 30 days after giving notice by recorded delivery. Cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled.

### 9. Notices

Every notice which needs to be given under this policy must be given in writing.

- a. If **you** give **us** notice, **you** must send it to **our** head office.
- b. If **we** give **you** notice, **we** must send it to **your** last known address.

### 10. Law Applicable

Unless **we** agree otherwise:

- a. the language of the policy and all communications to it will be English; and
- b. all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

# Terrorism Section

## Definitions

### Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### Event

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

### Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

**Note 1.** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2.** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

### General Cover Policy

- a. This Policy
- or
- b. where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

### Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding

1. property insured under a
  - a. Marine, Aviation or Transit policy
  - b. Motor Insurance policy (other than Motor Trade policy)
  - c. Road Risks Section of a Motor Trade policy
  - d. reinsurance policy or agreementwhether such policy or agreement includes cover for an Act of Terrorism or not

2. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless
  - a. insured under the same policy as the remainder of the building which is not a private residence
  - b. the building is a block of flats
3. any Nuclear Installation or Nuclear Reactor.

### Damage

Loss or destruction of or damage to Property Insured.

### Consequential Loss

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

### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

1. the production or use of atomic energy
2. 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
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor

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.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files 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.

## Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information 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.

## Cover

The Insurer will pay the Insured for

- a. Damage, or
  - b. Consequential Loss
- occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits

Provided always that the insurance by this Section

- a. is not subject to the General Exclusions of the General Cover Policy
- b. is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
- c. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i. no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
  - ii. the renewal premium due in respect of this Section has been received by the Insurer
- d. is not subject to any Long Term Undertaking applying to the General Cover Policy.

## Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is

- a. the Total Sum Insured, or
- b. for each item its individual Sum Insured, or
- c. any other limit of liability

in the General Cover Policy, whichever is the less.

## Section Exclusions

The Insurer will not pay for

1. Digital and Cyber Risk Exclusion  
any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from  
Damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack  
or  
Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.
2. Riot, Civil Commotion and War  
any losses 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.
3. Territorial Limits  
any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits.

## Section Conditions

### 1. Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the General Cover Policy, the burden of proving that such damage or loss is covered shall be upon the Insured.

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Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

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