

# Marsh Specialty

## PROPERTY OWNERS POLICY WORDING

Zurich



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# Introduction

Please read this **Policy** and the Schedule which forms part of the **Policy** to ensure that it meets with your requirements. If it does not please immediately advise the **Company** or Marsh Specialty Limited.

The **Company** and the **Insured** agree that:

1. the **Policy** the Schedule (including any Schedule issued in substitution) and any endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.
2. where the **Policy** includes *Property Damage* insurance *Loss of Revenue* insurance *Terrorism* insurance *Property Owners Liability* insurance *Employers' Liability* insurance and *Legal Contingencies* insurance each of these shall be considered as one document and any word or expression to which a specific meaning has been attached in any of these Sections shall bear such meaning only in relation to the Section in which it appears.
3. in consideration of payment of the premium the **Company** will provide the insurance described in this **Policy** subject to the terms and conditions for the **Period of Insurance** shown in the Schedule and any subsequent period for which the **Insured** shall pay and the **Company** shall agree to accept the premium.
4. the **Policy** the Schedule and all subsequent endorsements are accepted by the **Company** as their own.

## Cessation of Insured's Interest

The **Policy** shall be voided in respect of any **Property** whereby the interest of the **Insured** ceases by will or operation of law.

## Claim Notification

It is important that you comply with all **Policy** conditions and you should familiarise yourself with their requirements.

Directions for claims notification are included in the *Claims Conditions*. Please remember that events that may give rise to a claim under this **Policy** must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The *Claims Conditions* require the **Insured** to provide the **Company** with any reasonable assistance and evidence that the **Company** may require concerning the cause and value of any claim. Ideally as part of the **Insured's** initial claims notification the **Insured** should provide:

- Name address and contact phone number(s)
- Policy number
- The date of the event
- The cause of **Damage**
- Address where the loss took place together with an estimated claim value if available
- If the claim involves **Personal Injury** or damage to third party property the names and addresses of any other parties involved or responsible including details of injuries and names and addresses of any witnesses (if known)

This information will enable the **Company** to make an initial evaluation on **Policy** liability. The **Company** may however request additional information depending on circumstances and estimated claim value. Sometimes the **Company** may wish to meet with the **Insured** to discuss the circumstances of the claim to inspect the damage or to undertake further investigations.

The **Company** takes pride in the claims service it offers to its customers and has developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

# Introduction

## Contracting Parties and Rights of Action

No person or organisation shall have any rights under or in connection with this **Policy** by virtue of the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof

The **Insured** may not assign to any other person or organisation any right or cause of action against the **Company** under or in connection with this **Policy** without the specific agreement of the **Company**

## Data Protection Act

All personal information supplied by the **Insured** will be treated in confidence by the **Company** and will not be disclosed to any third parties except where the **Insured** has given its consent or where permitted by law. In order to provide the **Insured** with products and services this information will be held in **Data** systems of the **Company** or its agents or subcontractors

The **Company** may pass the **Insured's** personal **Data** to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect the **Insured's** personal **Data** but in all cases the **Company** will ensure that it is kept securely and only used for the purposes for which the **Insured** has provided it. Details of the companies and countries involved can be provided to the **Insured** upon request.

## Headings

Any headings used in this **Policy** are for information only and do not form part of the cover.

## Law Applicable

In the UK the law allows both the **Insured** and the **Company** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon the **Insured's** address stated in the Schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

## The Company's Liability

Unless expressly varied under the optional Non-Vitiation clause for all purposes including but not limited to the application of the Sums Insured or Limits and consideration of when and how the **Policy** will respond for all parties included in the definition of the **Insured** in the Schedule who shall constitute one **Insured** or one party or legal entity so that there will be only two parties to the contract of insurance between the **Insured** and the **Company**.

# General Conditions

All Conditions operative as shown

## Capital Additions

All operative sections of the **Policy** shall subject to its terms and conditions extend to cover

1. any newly acquired or newly erected **Property** in the **United Kingdom** the Channel Islands or Isle of Man including alterations additions and improvements to **Buildings** but not in respect of any appreciation in value during the **Period of Insurance**
2. **Rent Receivable** in respect of any newly acquired or newly erected **Buildings** and existing **Buildings** which are newly let and following alterations additions and improvements to **Buildings** during the current **Period of Insurance**

Provided that

- a) at any one location the operative sections covered under the **Policy** shall not exceed the Limits stated in the Schedule at the time the **Insured** becomes responsible but only insofar as such insurance is not otherwise insured
- b) the **Insured** undertakes to give particulars as soon as practicable but no later than 90 days from the date the **Insured** becomes responsible for such items and in respect of **Advanced Rent** no later than 90 days following commencement of negotiations with a respective tenant or agent and to effect specific insurance thereon and pay the appropriate additional premium from the date of inception

## Fair Presentation of Risk Condition

1. The **Insured** must at inception renewal and variation of this insurance make a **Fair Presentation of the Risk** to the **Company**
2. If the **Insured** fails to comply with sub-condition 1.
  - a) where such failure is deliberate or reckless the **Company** may avoid this insurance and refuse all claims and keep all premiums paid
  - b) where any breach by the **Insured** is proven by the **Company** to be of such other nature that if the breach had not occurred the **Company** would not have agreed to provide cover under this **Policy** on any terms the **Company** may avoid this insurance and refuse all claims and return all premiums paid by the **Insured**
3. If the **Insured** fails to comply with sub-condition 1 and the **Company** would have underwritten this insurance on different terms (as to premium and/or otherwise) the **Company** shall not be entitled to avoid this insurance (except where the breach is deliberate or reckless) but sub-conditions 3.a) and 3.b) shall apply instead:
  - a) where the **Company** would have charged a higher premium the **Company's** liability for any loss shall be the amount of any claim provided that the **Insured** shall pay the additional premium that the **Company** would have charged from the inception of the **Policy** or the date of variation and/or
  - b) where the **Company** would have underwritten this insurance on different terms other than in relation to the premium the **Company** may treat this insurance as if it had been entered into on those different terms The **Company** will provide written notice of the terms to the **Insured**
4. The burden shall be on the **Company** to prove all matters set out in this Condition

# General Conditions

All Conditions operative as shown

## Fraud

If the **Insured** or anyone acting on the **Insured's** behalf in collusion with them:

1. make a fraudulent or exaggerated claim under this **Policy**; or
2. use fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
3. make a false statement in support of a claim whether or not the claim is itself genuine; or
4. submit a claim under this **Policy** for loss or **Damage** which the **Insured** or anyone acting on the **Insured's** behalf in collusion with them or in connivance with the **Insured** deliberately caused ; or
5. realise after submitting what the **Insured** reasonably believe was a genuine claim under this **Policy** and then fail to tell the **Company** that the **Insured** has not suffered any loss or **Damage**; or
6. suppresses a defence which the **Insured** know would otherwise enable the **Company** to refuse to pay a claim under this **Policy**

The **Company** will:

- a) refuse to pay the whole of the claim; and
- b) recover any sums if any that have already been paid in respect of the claim

The **Company** may also notify the **Insured** that they will be treating this **Policy** as having terminated with effect from the date of any of the acts or omissions set out in sub-clauses 1. to 6. above

If the **Company** terminates this **Policy** under this condition the **Insured** will:

1. have no cover under this **Policy** from the date of termination; and
2. not be entitled to any refund of premium

This shall not have any adverse impact upon any other entity that benefits from **Composite Insured** status under the **Policy** as stated in the Schedule and as defined under the Non-Vitiating clause

## Innocent Non-Disclosure

The **Company** will not exercise its right to avoid the **Policy** under the Fair Presentation of Risk condition where it is alleged that there has been a breach of that condition provided that such alleged breach was innocent and free of any fraudulent conduct or intent to deceive

## Multiple Insured

The **Company** agrees that if the **Insured** described in the Schedule comprises more than one **Group of Companies** then the cover provided by this **Policy** shall apply in the same manner and to the same extent as if an individual **Policy** had been issued to each separate **Group of Companies** declared to the **Company**

## Permission

Permission is given without prejudice to the **Policy** to disconnect or render inoperative any fire protection equipment for any reason for any one period not exceeding 7 consecutive days unlimited in the **Period of Insurance**

## Reasonable Precautions

The **Insured** shall take all reasonable precautions to avoid **Damage**

## Sanctions

Notwithstanding any other terms of this **Policy** the **Company** will be deemed not to provide cover nor will the **Company** make any payment or provide any service or benefit to the **Insured** or any other party to the extent that such payment service benefit and/or any **Business** or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation

# General Conditions - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

## Cover as Broad as Previous Policy

To the extent that the indemnity afforded under this **Policy** in respect of any **Claim** hereunder or any part thereof is not as broad as or does not provide as high a limit of liability as the insurance provided under the **Insured's** previous policy the **Company** shall (at the **Insured's** request) provide indemnity to the **Insured** in respect of such claim or part of such claim to the same extent as would have been provided for under the previous policy

Accordingly in respect of any such claim or part of such claim the terms conditions exclusions and limitations of the **Insured's** previous policy shall (at the **Insured's** request) be substituted for and take precedence over any terms conditions exclusions or limitations contained in this **Policy** which are less favourable to the **Insured**

With regards Terrorism cover, the above conditions apply subject to the previous policy being underwritten on the Pool Re scheme and the cover still being available under this scheme

## Difference in Conditions/Difference in Limits

Where this clause is operative as shown in the Schedule the **Policy** will act as a master policy in respect of **Property** notified to the **Company** and for which an appropriate additional premium is paid

1. The insurance afforded by the **Policy** is to apply as difference in limits and difference in conditions of cover afforded by any other valid and collectible primary insurance
2. The **Policy** is primary to any other insurance available to the **Insured** if such other insurance was purchased by and issued to the **Insured** specifically to apply in excess hereof The **Policy** shall apply in excess of all other insurance available to the **Insured** and then shall apply only in the amount by which the applicable Sums Insured and/or Limits of the **Policy** exceed the sum of the applicable limits of all such insurance including any excess deductible or **Insured's Contribution** provisions
3. Without waiving any of the foregoing if any insurer affording other insurance to the **Insured** denies primary liability under its **Policy** the **Company** hereunder will respond under the **Policy** as though such other insurance were not available subject to the terms of the **Policy** provided that they shall be subrogated to all rights of the **Insured** to such other insurances and the **Insured** shall do all things necessary to enforce such rights
4. Where any amounts paid by the **Company** under policies attaching to and forming part of the master policy exceed the Sums Insured and/or Limits stated in the Schedule all such excess amounts shall be recoverable from the **Insured**
5. The **Company's** liability shall not exceed the Sums Insured and/or Limits stated in the Schedule

## Non-Vitiation

Where any party or parties are noted as being **Composite Insured** under this **Policy** the **Company** agrees that any act neglect omission breach of warranty declaration or condition misrepresentation non-disclosure or want of due diligence fraud and/or failure to comply with **Policy** conditions on their part or on the part of the **Insured** shall not prejudice the rights of the other party provided that the other party shall immediately on becoming aware of such act neglect omission breach of warranty declaration or condition misrepresentation non-disclosure or want of due diligence fraud and/or failure to comply with **Policy** conditions give notice in writing to the **Company**

## Premium Obligations (in accordance with appropriate finance agreements)

If the **Insured** fails to abide by or observe its obligation to pay any premium due under this **Policy** or to procure the same to be done the **Company** will give notice forthwith to the relevant investors as disclosed to the **Company** and any interested party will have the right to pay such premiums as are required or are outstanding in which event insurance will continue to operate for all purposes as if the premium had been paid by the **Insured** at the required payment date

# General Conditions - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

## Security Default

In the event that a financial strength rating is issued below A- by Standard & Poor's Ratings Services (Standard & Poor's Rating Services hereinafter referred to as the "Rating Agency") for the **Company** (hereinafter "Credit Rating Downgrade") this **Policy** may be cancelled by the **Insured** by mailing written prior notice to the **Company** or by surrender of this **Policy** to the **Company** or its authorised agent

If the **Insured**

1. notify the **Company** of their intention to cancel the **Policy** within 30 days  
and

2. subsequently cancels the **Policy** within 90 days

after such Credit Rating Downgrade as measured from the date of the announcement by the Rating Agency such announcement to include a press release or posting on the Rating Agency web site of such Credit Rating Downgrade the **Company** will retain a pro rata proportion of the premium herein

If notice of cancellation is received 30 days or more after such Credit Rating Downgrade or if this **Policy** is cancelled by the **Insured** 90 days or more after such Credit Rating Downgrade then the **Company** will retain the premium in respect of both the expired and unexpired portion of the **Period of Insurance**



# Policy Definitions

## GENERAL

**Act of Terrorism** shall mean any act or 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

**Business** shall mean that which has been described in the Schedule and disclosed to the **Company** and which is conducted from the **Insured's** address as stated in the Schedule and elsewhere within the **Territorial Limits** including

1. the ownership repair and maintenance of the **Insured's** property or **Property** for which they are responsible
2. occupation of the **Premises** other than for the purpose of operating any trade or business unless declared to and accepted by the **Company**
3. the provision of catering educational social sports and welfare facilities for **Persons Employed** and first aid medical and ambulance services
4. the provision of fire and security services maintained only for the protection of premises owned or occupied by the **Insured**
5. private work undertaken by **Persons Employed** with the **Insured's** prior consent for a director partner or **Employee** of the **Insured**
6. participation in trade shows or exhibitions within the European Union
7. The sponsorship of events or involvement in galas carnivals fetes corporate hospitality exhibitions and the like at the **Premises**
8. the provision of nursery crèche or child care facilities where incidental to the Business
9. the provision of car parking for the benefit of Employees customers and visitors
10. upkeep of vehicles and plant which are owned and used by the **Insured**

but this does not include any work undertaken **Offshore**

**Company(s)** shall mean the insurer or insurers for their respective participation as stated in the Schedule

**Composite Insured** shall mean

1. any mortgagee or lender (including their facility agent where applicable) where such party is required to be so noted under the terms of such loan but only to the extent so required
2. any **Contractor** where such party is required to be so noted under the terms of a **Contract** but only to the extent so required

**Contracts Works** shall mean the temporary or permanent works executed or in the course of execution at the **Premises** by or on behalf of the **Insured** for the purpose of alterations or improvements to the **Premises** including unfixed site materials for use in connection therewith at the **Premises** or temporarily stored offsite within the **United Kingdom**

**Damage** shall mean physical loss destruction or damage

**Data** of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

**Defined Peril** shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious damage theft earthquake storm flood bursting or overflowing of water apparatus or pipes impact oil leakage from any fixed oil-fired heating installation sprinkler leakage subsidence ground heave or landslip

**Denial of Service Attack** shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer Systems

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**

**Fair Presentation of the Risk** shall have the meaning defined in Part 2 of the Insurance Act 2015

**Group of Companies** shall mean a collection of parent and subsidiary companies (that function as a single economic entity) and associated companies through a common source of control

**Hacking** shall mean unauthorised access to any **Computer System** whether the property of the Insured or not

# Policy Definitions

**Insured(s)** (*Sections 1, 2, 3, 4, 5 and 6*) shall mean the person persons entity or entities specified in the Schedule or disclosed to the **Company** and solely in respect of *Sections 1, 2 and 3* this extends to automatically include contractors for their respective rights and interests where required under JCT or similar contract clauses provided that the **Insured** shall notify the **Company** of any single contract in excess of GBP1,000,000 plus up to 20% in respect of professional fees and tenant(s) for their respective rights and interests where required under contract

**Insured's Contribution** shall mean the first part of each and every **Occurrence** to be borne by the **Insured** at each separate **Premises** after the application of all other terms and conditions of the insurance including but not limited to the *Provision of Underinsurance* clause

**Licence** shall mean the licence granted for the retail sale of excisable liquor at the **Premises**

**Major Structural Alterations** shall mean works on the foundations of **Buildings**

**Maximum Indemnity Period** shall mean the period stated in the Schedule

**Microchip** shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers

**Nuclear Installation** will mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

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

**Nuclear Reactor** will mean 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

**Occurrence** shall mean one loss or all losses of a series consequent on or attributable to one source or original cause as insured under the **Policy**

**Offshore** shall mean embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

**Period of Insurance** shall mean the period stated in the Schedule

**Phishing** shall mean any access or attempted access to **Data** made by means of misrepresentation or deception

**Policy** shall mean this policy including the Schedule and attaching addenda clauses and memoranda signed and dated by the **Company**

**Premises** shall mean any tract of land including its buildings grounds and any other areas within the boundaries for which the **Insured** are responsible for as disclosed to the **Company**

**Property** shall mean **Buildings** and **Landlords Contents** for which the **Insured** is responsible situated at the **Premises** and anywhere in the **United Kingdom** the Channel Islands and the Isle of Man as insured under the **Policy**

**Residential Property** shall mean houses and blocks of flats and other dwellings (including household contents and personal effects of every description being the responsibility of the **Insured**)

**Territorial Limits** shall mean

*Sections 1 and 2*

**United Kingdom** the Channel Islands and the Isle of Man

*Sections 3*

Great Britain the Channel Islands and the Isle of Man

# Policy Definitions

## Section 4 and 5

1. in respect of Public Liability and Employers Liability  
anywhere within the limits of Great Britain Northern Ireland the Channel Islands or the Isle of Man and including non manual work carried out during temporary visits anywhere in the world in connection with the **Business** of the **Insured** by directors and Employees normally resident in and travelling from Great Britain Northern Ireland the Channel Islands or the Isle of Man
2. in respect of Products Liability:  
anywhere in the world in respect of Products supplied in or from Great Britain Northern Ireland the Channel Islands or the Isle of Man

## Section 6

England and Wales

**United Kingdom** shall mean Great Britain and Northern Ireland

**Vicinity** shall mean within 1.5 kilometers of the boundary of the **Premises**

**Virus or Similar Mechanism** shall mean program code programming instruction or any set of instructions intentionally constructed with the ability or purposely used to damage interfere with adversely affect infiltrate or monitor **Computer Systems Data** or operations whether involving self-replication or not

**Virus or Similar Mechanism** includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

## Section 1 – Property Damage

**Building(s)** shall mean building or buildings as insured by the **Company** including the following all situate on in or at the **Premises**

1. landlords' fixtures and fittings (including fixed glass fixed sanitary ware fitted carpets communal television and radio receiving aerials satellite dishes communication equipment and related fittings) machinery plant equipment including those formerly the property of tenants which have been relinquished to the **Insured**
2. foundations footings outbuildings extensions annexes **tunnels** septic tanks gangways swimming pools bridges canopies fixed signs flag poles temporary buildings conveniences lamp posts street furniture walls gates and fences
3. telephone gas electricity water mains drains sewers piping pipework ducting cables wires their inspection covers and associated control gear and accessories fuel tanks and their ancillary equipment in on or under the **Premises** including such property in adjoining yards or roadways and extending to the public mains but only to the extent of the **Insured's** responsibility
4. yards car parks roads pavements forecourts tennis courts and similar surfaces all constructed of solid materials
5. tenants' improvements if the **Insured** are responsible and property comprising fixtures and fittings (but excluding moveable contents) for which the **Insured** are responsible
6. landscaping external ponds lakes watercourses garden furniture street furniture ornaments up to a limit of GBP50,000 any one **Occurrence** in addition to the Sums Insured shown in the Schedule excluding trees shrubs plants turf (except as stated in *Section 1 - Property Damage - The Basis of Settlement of Claims* item 4.)
7. **Landlords Contents** up to a limit of GBP50,000 any one **Occurrence** in addition to any Sums Insured shown except where **Landlords Contents** are specified Sums Insured declared to the **Company**

For the purposes of determining whether any property falls within the definition of **Buildings** the **Company** agrees to accept the designation under which such property has been entered in the **Insured's** books or which has been used by the **Insured** in computing the Sums Insured hereunder or for which the **Insured** is responsible under the terms of the lease

# Policy Definitions

**Day One Building Value** shall mean the total of the costs referred to under 1. 2. 3. 4. and 5. under *Property Damage - The Basis of Settlement of Claims* (at the level of costs applying at the commencement of the **Period of Insurance**) in rebuilding the **Buildings** to a condition substantially the same as their condition when new and/or repairing or replacing **Landlords Contents** excluding any provision for inflation

**Declared Value** shall mean the base value excluding any provision for inflation

**Landlords Contents** shall mean furniture furnishings and all other contents including but not limited to potted plants trees and shrubs garden furniture video audio building management systems security equipment photo booths telephone kiosks seasonal items introduced to public areas waste compactors cherry pickers shop mobility vehicles the contents of fuel tanks and statues the property of the **Insured** or for which the **Insured** is responsible at the **Premises**

**Money** shall mean current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to the **Insured** or for which the **Insured** is responsible for

**Stipulations** shall mean European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any public authority

## *Section 2 – Loss of Revenue*

**Advanced Rent** shall mean anticipated rent that would have been achieved but for **Damage** to **Premises** in the course of erection construction refurbishment alteration or fitting out or whilst unoccupied awaiting tenants

**Declared Rental Value(s)** shall mean:

1. the actual **Rent Receivable** excluding projected increases post commencement of the **Period of Insurance** and
2. if the **Premises** are wholly or partially untenanted at that date the estimated annual **Rent Receivable** at which they were expected to be let and
3. if the **Premises** are wholly or partially subject to a rent free period concession at that date the actual **Rent Receivable** that applies from the date immediately after the rent free period ceases

In each case the amount to be proportionately increased where the **Indemnity Period** exceeds one year

**Indemnity Period** shall mean the period beginning from the date of the **Occurrence** and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period**

**Loss of Revenue** shall mean loss as insured under the **Policy** resulting from interruption of or interference with the **Business** carried on by the **Insured** in consequence of **Damage** to property used by the **Insured** at the **Premises**

# Policy Definitions

**Notifiable Disease** shall mean injury or illness sustained by any person resulting from food or drink poisoning or any human infectious or human contagious disease detailed below an outbreak of which is required by law or stipulated by the local or government authority to be notified to them

Acute encephalitis	Acute poliomyelitis	Bubonic Plague	Anthrax	Chicken Pox
Cholera	Diphtheria	Diphtheria	Dysentery	Erysipeloid
Legionellosis	Legionnaires Disease	Leprosy	Leptospirosis	Lyme Disease
Malaria	Measles	Meningitis	Meningococcal Infection	Mumps
Ophthalmia neonatorum	Paratyphoid fever	Puerperal Fever	Plague	Rabies
Relapsing fever	Rubella	Scarlet fever	Smallpox	Tetanus
Toxoplasmosis	Tuberculosis	Typhoid fever	Typhus fever	Viral hepatitis
Viral haemorrhagic	Whooping cough	Yellow fever		

**Rent Receivable** shall mean the amount of the rent (including turnover rent) service charge **Advanced Rent** and other income received or receivable from the letting of the **Premises** and services rendered thereat including known planned uplifts

**Standard Rent Receivable** shall mean the **Rent Receivable** during the period in the 12 months immediately before the date of the **Occurrence** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Occurrence** or which would have affected the **Business** had the **Occurrence** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results that but for the **Occurrence** would have been obtained during the relative period after the **Occurrence**

## Section 3 – Terrorism

**Computer System** shall mean a computer or other equipment or component or system or item which processes stores transmits or receives **Data**

## Section 4 – Property Owners Liability and Section 5 – Employers Liability

**Contract** shall mean any contract for the construction extension alteration or demolition of buildings on behalf of the **Insured**

**Contractor** shall mean the contractor carrying out the **Contract**

**Employee** shall mean any natural person who is:

1. under a contract of service or apprenticeship with the Insured
2. a labour master or labour only subcontractor or persons supplied by any of them
3. a self-employed person
4. under a work experience scheme
5. hired or borrowed by the Insured from another employer

and working for the Insured in connection with the Business while under the Insured's direct control or supervision

# Policy Definitions

**Insured/Insured's** shall mean the Insured named in the schedule

Unless the Company specifically states otherwise the Company will also indemnify

1. the Insured's personal representatives in respect of legal liability incurred by the Insured
2. at the Insured's request
  - a) any principal
  - b) any director partner or Employed Person of the Insured

in respect of liability for which the Insured would have been entitled to indemnity had the claim been made against the Insured

3. any officer or member of the Insured's canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
4. any director partner or **Employee** of the Insured in respect of private work carried out with the Insured's prior consent by an Employed Person for such director partner or **Employee**

The Company will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

**Personal Injury** shall mean bodily Injury illness or disease (including death)

**Products** shall mean any commodities or goods or anything including packaging containers and labels sold supplied hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the Insured or any structure constructed erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured

**Works** shall mean all work executed or to be executed under the provision of a **Contract** except in so far as any parts thereof are the subject of a practical completion certificate other than work executed thereon under the maintenance/defects liability period of the **Contract**

## *Section 6 – Legal Contingencies*

**Adverse Right** shall mean any estate right or interest arising from a **Defect in Title** that is adverse to or in derogation of the Insured's title to any Premises and which was in existence at the **Commencement of Cover**

**Chancel Repair Liability** shall mean any chancel repair liability which the Premises is subject to at the **Commencement of Cover**

**Commencement of Cover** shall mean the date on which an individual Premises was first insured for cover against **Legal Contingencies** under this Policy

**Court Order** shall mean an order injunction or judgment from a Court or Lands Tribunal:

1. upholding an **Adverse Right** in full or in part
2. upholding a **Restrictive Covenant** in full or in part
3. preventing the Insured or any persons authorised by them from using an **Easement**
4. upholding a claim to enforce a **Chancel Repair Liability** in full or in part

**Defect in Title** shall mean one or both of the following:

1. part or all of the Insured's leasehold interest in the Premises is registered at the Land Registry with Good Leasehold Title at the **Commencement of Cover**
2. the Premises are subject to matters which are noted on the Land Registry title at the **Commencement of Cover** details of which are unknown to the Insured and cannot be obtained by them prior to that date

**Easement** shall mean any:

1. means of pedestrian or vehicular access to and from any Premises
2. services connected to any Premises including rights of access for their inspection maintenance renewal and repair

for which the Insured is unable to produce documentary evidence of a legal grant but which has been enjoyed by and used in connection with any **Established Use** of the Premises for a continuous period of at least 12 months including the 12 months immediately before the **Commencement of Cover** and continuously thereafter provided the Insured can produce a **Statutory Declaration** in support of such use

**Enforcement Action** shall mean any successful enforcement action by the relevant local planning or building control authority pursuant to a **Notice**

# Policy Definitions

**Established Use** shall mean any the continued use of any Premises for any use (including any building or structure constructed or converted on it for at least the 12 months immediately before the **Commencement of Cover**) for which such Premises have been continuously used for at least 12 months immediately before the **Commencement of Cover** and have been so used continuously thereafter

**Knowledge** shall mean any the Insured's actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in **Public Records**

**Legal Contingencies** shall mean any claimant after the **Commencement of Cover** and during the Period of Insurance:

1. establishing or attempting to establish:
  - a) an **Adverse Right**
  - b) that an **Established Use** of a Premises constitutes a breach of a **Restrictive Covenant**
  - c) a legal right as owner of the servient land to prevent the Insured (and all persons authorised by the Insured) from using an **Easement** in connection with an **Established Use** of a Premises
2. attempting to enforce **Chancel Repair Liability**
3. issuing a **Notice** in respect of the **Works**:

**Notice** shall mean an enforcement planning contravention breach of condition notice or injunction issued after the **Commencement of Cover** in respect of the **Works** for breaches of either planning or building control regulations at the Premises

**Public Records** shall mean records established by the Crown or any local authority as at the **Commencement of Cover** pursuant to the Land Registration Act 1925 the Land Charges Act 1972 and the Local Land Charges Act 1975 all as amended as at the **Commencement of Cover**

**Restrictive Covenant** shall mean any freehold restrictive covenant which the Premises is subject to at the **Commencement of Cover**

**Statutory Declaration** shall mean a statutory declaration or statement of truth from an owner of the Premises confirming that an **Easement** has been used openly and without permission dispute or objection in connection with the **Established Use** of the Premises for at least the 12 months immediately before the **Commencement of Cover** and continuously thereafter until the date of any third party claim disputing the Insured's right to use the **Easement** or the Insured's exercise of the Individual Policy Option

**Transaction** shall mean any mortgage or conveyance transfer or lease for value of the Premises or any part thereof after the **Commencement of Cover** and during the Period of Insurance

**Works** shall mean

1. any alterations (other than conversions) additions or extensions carried out and completed at least 12 months before the **Commencement of Cover** to the buildings on any Premises
2. the construction or conversion of any building on any Premises completed at least 4 years before the **Commencement of Cover**

# Section 1 - Property Damage

Applicable only if stated in the Schedule to be operative

## THE COVER

If the **Property** or any part of such **Property** at the **Premises** suffers **Damage** during the **Period of Insurance** other than by an excluded cause the **Company** will pay to the **Insured** an amount calculated in accordance with the *Property Damage - Basis of Settlement of Claims* in respect of **Buildings** and **Landlords Contents** specified in the Schedule

Provided always that the Company's liability shall not exceed:

1. the Sum Insured as declared to the Company plus
  2. any payments payable under operative clauses subject to their own separate Limit
- as insured under the **Policy**



# Property Damage - The Basis of Settlement of Claims

The **Company** will pay the following amounts in respect of **Buildings** and/or **Landlords Contents** which have suffered **Damage** by any cause not otherwise excluded

1. the cost of rebuilding or replacing

a) Buildings

being

- i. the cost incurred in rebuilding the **Buildings** (or of restoring the damaged parts) to a condition substantially the same as but not better or more extensive than their condition when new but shall include involuntary betterment as detailed under the *Involuntary Betterment* clause shown under the *Property Damage – Clauses* Section

or where the **Insured** elects

- ii. the cost incurred in rebuilding the **Buildings** upon another site or rebuilding the **Buildings** on the original site in any manner suitable to the requirements of the **Insured** provided that the **Company's** liability is no greater than the amount that would have been payable had the **Buildings** been reinstated on the original site in the original form

or where the **Insured** elects not to rebuild or replace either

- iii. an alternative basis of settlement representing the cost of rebuilding or replacing the **Property** including professional fees less an appropriate deduction for wear and tear

or

- iv. the loss of market value being the reduction in the market value of the **Building** immediately following and solely as a result of the **Damage** but not exceeding the amount which would have been payable had the **Building** been rebuilt or repaired or its Sum Insured whichever is the lower

or where the rebuilding or restoration of the **Building** is frustrated or restricted by circumstances beyond the control of the **Insured**

- v. the cost incurred in rebuilding the property in a manner different from that immediately before the **Damage** solely to comply with the restriction where such rebuilding is possible plus an amount reflecting the reduction in the freehold or leasehold value of the land and **Building** immediately following agreement by the **Company** that such frustration or restriction is unavoidable including any sums legally payable by the **Insured** to the lessees under the terms of the lease or otherwise in consequence of such frustration or restriction but the total payment shall not exceed the Limit stated in the Schedule in excess of the amount which would have been paid or payable had the **Building** been rebuilt or repaired or its Sum Insured whichever is the lower

b) Landlords Contents

being the cost of repairing or replacing **Landlords Contents** with other similar property

The **Company** will also pay

2. the cost of complying with European Union and Public Authorities' stipulations including undamaged property

being such additional cost of rebuilding or repair of **Buildings** as may be incurred in complying with **Stipulations** first imposed upon the **Insured** following the **Damage** in respect of both damaged and undamaged portions including any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises** excluding such amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of compliance with the **Stipulations**

the **Company's** liability in respect of the cost of complying with **Stipulations** relating to undamaged portions of the **Buildings** (other than the foundations) is limited to 15% of the amount the **Company** would have been liable to pay to reinstate the **Buildings** had it been wholly destroyed

# Property Damage - The Basis of Settlement of Claims

Provided that

- a) as a result of the **Damage** the **Insured** is prematurely required to implement the **Stipulations** at the time of reinstatement
  - b) the **Company** shall not be liable for
    - i. any **Stipulations** whereby notice of implementation of the **Stipulations** was served prior to the **Damage** occurring
    - ii. any existing **Stipulations** that must be completed within an allotted time period
3. the cost of removing debris  
being the cost incurred in
- a) removing debris dismantling demolishing shoring up and propping portions of the **Buildings**
  - b) clearing cleaning and/or repairing services
  - c) weatherproofing
  - d) decontaminating and/or decommissioning the **Building**
  - e) removing undamaged property
  - f) fencing the area
  - g) undertaking temporary repairs
  - h) removal of tenants contents not otherwise insured
  - i) cleaning up pollution or contamination of the site on which the **Buildings** stand including decontamination of **Property** whether damaged or not subject to the **Company's** liability for such costs not exceeding GBP1,000,000 in any one **Period of Insurance**
- but excluding any costs or expenses
- i. incurred in removing debris from outside the site of the **Premises** other than from the drains or the surface area (including vehicles and other property) within the **Vicinity** of the **Premises**
  - ii. in respect of **Damage** which occurred prior to the granting of cover under this **Policy**
  - iii. incurred or arising from pollution or contamination howsoever caused of property not insured by this **Policy**
4. the cost of replacing trees shrubs plants soils 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
5. the cost of professional fees  
being those necessarily incurred in the rebuilding or repair including fees payable to the **Insured's** managing agents when acting as professional advisers but not any costs incurred in preparing claims –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
- a) they are in respect of work of benefit to the **Company**
  - b) they relate to work which is necessary for repair or reinstatement
  - c) they have been agreed with the **Company** in advance
- but not fees which are incurred as part of the managing agent's general administration duties or purely in connection with the preparation or administrative handling of a claim
- In respect of items 1.a) and b) the cost of rebuilding or replacing 2. the cost of complying with European Union and Public Authorities' stipulations including undamaged property 3. the cost of removing debris 4. the cost of replacing trees shrubs plants and turf used in landscaping and 5. the cost of professional fees the **Company** will pay an additional percentage as stated in the **Schedule** for each **Declared Value** allocated by the **Insured** to allow for inflation during the **Period of Insurance** and subsequent reinstatement and/or replacement period

# Property Damage - The Basis of Settlement of Claims

## 6. the cost of replacing locks

being the reasonable expenses necessarily incurred in replacing locks or security devices to the common parts of the **Premises** or those parts occupied by the **Insured** or safes or strongrooms therein for which the **Insured** are responsible consequent upon:

- a) the loss of keys (including swipecards)
- b) reasonable belief that keys may have been duplicated by an unauthorised person
- c) reasonable belief of the divulgence of security codes or combinations to unauthorised persons

subject to the **Company's** liability not exceeding the Limit stated in the Schedule

## 7. the extinguishment and alarm resetting expenses and charges

being the reasonable costs incurred by the **Insured** in refilling fire extinguishing appliances recharging gas and CO2 flooding systems arising out of the operation or accidental discharge of such appliances or systems replacing used sprinkler heads and resetting fire or intruder alarms including close circuit television equipment refilling sprinkler tanks where water costs are metered public fire brigade charges for which the **Insured** may be assessed and charges made by any organisation responsible for preserving public safety

## 8. the cost of additional metered water gas charges electricity and other metered supply charges

being those for which the **Insured** is responsible in respect of loss of metered water gas electricity supply charges resulting from the escape of gas water or oil from pipes apparatus or tanks in consequence of **Damage** as insured hereby provided that the amount payable in respect of any one **Premises** is limited to such excess water oil gas electricity and other metered supply charges demanded by the appropriate authority subject to remedial action being taken within 30 days of the **Occurrence** of **Damage**

## 9. the cost of any insurance premium including fees commissions and taxes (other than premiums for Terrorism insurance) or in respect of Latent Defects Policies and Technical Agents fees

being those necessarily and reasonably incurred by the **Insured** in arranging contract works policies with the **Company** or in continuing any pre-existing latent defects policies

## 10. loss minimisation expenses

being the reasonable costs incurred by or on behalf of the **Insured** to minimise insured **Damage** whether occurring or imminent to the **Property** whether successful or otherwise and such costs shall be deemed to be costs of reinstatement of the **Property** provided that the liability of the **Company** in respect of such costs shall not exceed the Limit stated in the Schedule

## 11. the cost of replacing plans and documents

being the clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other documents needed in carrying out any of the work specified in costs 1 to 10 above

# Property Damage - Clauses

All clauses operative as shown

## Abortive Repairs Investigations and Tests

In respect of any **Damage** for which liability is admitted under this **Policy** the **Company** will also pay costs and expenses reasonably incurred by the **Insured** in abortive repairs investigations and tests incurred with the **Company's** prior consent (such consent will not be unreasonably withheld)

## Company's Option to Rebuild

The **Company** may at its option rebuild or restore the **Buildings** destroyed or portions damaged but is not bound to rebuild or restore the property exactly or completely. The **Insured** will give the **Company** all plans documents books and information that the **Company** may reasonably require to carry out this work.

The **Company** agrees it will not apply the provisions of this clause where any third party having an interest in the **Buildings** require the **Insured** to agree an alternative basis of settlement.

The provisions of this clause should not override any primary obligation to reinstate the **Buildings** contained in any lease or similar agreement.

## Concern for Welfare Costs

The **Company** will pay for **Damage** caused by police or persons acting under their control in gaining access to the **Premises** as a result of their concern for the welfare of an occupier of the **Premises**.

Provided always that the **Company** will not be liable for costs incurred following **Damage** caused by the police in the course of criminal investigations.

## Contract Works

The **Policy** by each item on **Buildings** extends to include **Contract Works** to the extent to which the **Insured** has contracted to arrange cover provided the **Company's** liability shall not exceed the Limit stated in the Schedule in respect of any one **Occurrence**. This **Policy** shall only apply in so far as the contract works are not otherwise insured and excludes the **Insured's Contribution**.

## Criminal Acts Reward Costs

In the event of **Damage** that is insured by this section the **Company** will subject to its prior consent (such consent will not be unreasonably withheld) indemnify the **Insured** for reasonable expenses that the **Insured** incurs in paying rewards for information leading to a successful conviction or for information where the police believe that such information will secure a conviction following **Damage** except that the **Company's** liability for such expenses will not exceed the Limit stated in the Schedule.

## Damage to Grounds by Emergency Services

The **Company** will indemnify the **Insured** for the remedial costs incurred caused by **Damage** to any landscaped areas by the Fire Brigade or other emergency services in attending the **Premises** up to the Limit stated in the Schedule.

## Dangerous Structures Notice

In the event that following **Damage** a local authority issue a *Dangerous Structures Notice* which requires the demolition of the whole or part of the **Building** insured and as a direct consequence of that notice the costs of such demolition are thereby increased the **Policy** extends to indemnify the **Insured** in respect of such additional costs.

Provided always that

1. this clause shall not in any way replace or restrict the cover provided under *Section 1 - Property Damage* - The Basis of Settlement of Claims item 3
2. the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

# Property Damage - Clauses

All clauses operative as shown

## Debris Recycling

In the event of **Damage to Property** by any cause not otherwise excluded the insurance under this Section includes additional expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) to sort segregate and transport recyclable debris of the damaged **Property** to recycling facilities

Provided always that:

1. the liability of the Company under this clause in respect of any one Occurrence is limited to 25% of the total amount paid or payable by the Company under the cost of removing debris in connection with the same Occurrence
2. the **Company** will not be liable for the first 10% of all costs otherwise payable under this clause

## Dilapidation

In the event that a lessee vacates a **Building** without prior notification to the **Insured** or their agents solely due to the liquidation or bankruptcy of the lessee or the business of the lessee being placed into administration or receivership the **Company** will pay the reasonable costs incurred in clearing and removing any property of the lessee in or around the **Premises**

Provided that:

1. the **Company's** liability will not exceed the Limit stated in the Schedule
2. allowance is made for any subsequent recovery from the lessee

## Eviction of Unlawful Occupants

The **Company** will pay the costs and expenses incurred by or on behalf of the **Insured** to evict **Squatters** from any of the **Premises** or parts thereof

Provided that:

1. the **Insured** agrees with the **Company** a representative to act for the **Insured** and the **Insured** will need to satisfy the **Company** that their chosen representative has the necessary expertise to deal with the legal proceedings
2. such costs are reasonable and incurred with the **Company's** prior consent (such consent will not be unreasonably withheld)
3. the **Insured** shall take all reasonable precautions to avoid any **Premises** or parts thereof becoming occupied by any party other than the party named on the **Tenancy Agreement**
4. the **Insured** must send to the **Company** all bills for their chosen representative's legal fees as soon as the **Insured** receives them
5. the **Company** must be able to contact the **Insured's** chosen representative. If the representative wishes to consult a barrister or expert witness the **Company** must first be consulted for confirmation such action is appropriate
6. the **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

For the purpose of the this clause

**Squatters** shall mean any person(s) in unlawful occupation of the **Premises**

**Tenancy Agreement** shall mean an agreement with a tenant to occupy **Premises** in return for the payment of rent

# Property Damage - Clauses

All clauses operative as shown

## Exhibition Equipment

The **Company** will pay for **Damage** by any cause not otherwise excluded to exhibition and display models and similar promotional equipment not otherwise insured while at any location used by the **Insured** within the **Territorial Limits**

Provided that the **Company's** liability will not exceed the Limit stated in the Schedule

## Extra Security Costs

The **Policy** extends to include the costs reasonably incurred and necessitated by the **Insured** with the **Company's** prior consent (such consent will not be unreasonably withheld) following **Damage** by any cause not otherwise excluded in order to provide the **Premises** with temporary additional physical protection including but not limited to boarding up windows doors fan lights skylights and or other openings the provision of temporary doors weatherproofing the **Buildings** and making temporary repairs to secure the **Buildings** and securing the site and engaging security personnel provided that the **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

## Failure of Equipment

The **Policy** shall not be invalidated in the event of the failure of any detection protection and/or extinguishment or similar system due to any unforeseen defect in the said system or any unforeseen cause extraneous to the **Premises** unknown to or beyond the control of the **Insured** provided that all reasonable precautions have been taken by the **Insured** to prevent such failure and provided that notice is given to the **Company** as soon as possible after it comes to the notice of the **Insured**

## Fly Tipping

The **Policy** extends to indemnify the **Insured** against the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**

This clause does not cover any costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

The **Company's** liability shall not exceed the Limit stated in the Schedule

## Frustrated Legal Costs

The **Policy** extends to indemnify the **Insured** in respect of legal costs and expenses for the prospective sale of any **Property** insured and the amount payable shall be such sums as the **Insured** shall be legally liable to pay and shall pay solely as a consequence of the cancellation of the sales as a result of **Damage** by any cause not otherwise excluded provided that the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

## Further Investigation Expenses

Where a **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent the **Company** will pay the reasonable costs incurred by the **Insured** with the **Company's** prior consent (such consent will not be unreasonably withheld) in establishing whether or not such **Damage** has occurred

The **Company** will also pay the reasonable costs incurred by the **Insured** in establishing whether or not other **Buildings** owned by or which they the **Insured** is responsible in the **Vicinity** have suffered **Damage** by any cause not otherwise excluded in the same **Occurrence**

Provided that the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

# Property Damage - Clauses

All clauses operative as shown

## General Interests

The interest of superior landlords landlords lessees underlessees assignees licencees financiers lenders receivers and or mortgagees of **Property** insured are noted in the **Policy** subject to their names being disclosed to the **Company** by the **Insured** in the event of any claim

## Glass Cover

The **Policy** extends to indemnify the **Insured** in respect of **Damage** to fixed glass and includes the reasonable costs of

1. any necessary boarding up or temporary glazing pending replacement of broken glass
2. removing and refixing window fittings and other obstacles to replacement
3. the rewriting of signs and the writing etching or replacement of graphics

## Involuntary Bailee

The indemnity under this **Policy** extends to include bailors' goods in the custody or control of the **Insured** or for which they are responsible subject to:

1. the maximum liability of the **Company** in respect of this clause not exceeding the Limit stated in the Schedule
2. a signed inventory being issued to the tenant as soon as a repossession takes place
3. new locks being fitted to the **Premises** and a weekly inspection made to ensure that the **Premises** remain lockfast
4. no claim shall be paid in respect of damage theft or any attempt thereat to high value items such as gold silver precious stones precious metals bullion furs curiosities works of art rare books audio visual goods computer equipment cameras jewellery money cheques stamps bonds credit cards and securities of any description
5. no claim shall be paid in respect of unaccountable losses

## Involuntary Betterment

If following **Damage** by any cause not otherwise excluded new property of the like and kind and quality of the damaged **Property** is not obtainable then property which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new **Property** of the like kind and quality and in no event shall this be considered as betterment to the **Insured**

In the event of any replacement with new **Property** the **Company** will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

1. new equipment installed to replace equipment which has sustained **Damage**
- and
2. undamaged existing equipment at the same or an interdependent location

## Japanese Knotweed

The **Policy** extends to indemnify the **Insured** against costs reasonably incurred for the eradication of Japanese Knotweed (*Fallopia Japonica*) or other hybrids of knotweed listed under Schedule 9 of The Wildlife and Countryside Act 1981 or any subsequent amending legislation discovered during the **Period of Insurance** from the insured **Premises** and to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation

Provided always that

1. the **Company's** liability shall not exceeding the Limit stated in the Schedule
2. the **Company** will be under no liability for any costs or any liability for costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

# Property Damage - Clauses

All clauses operative as shown

## Leasehold Premises

If any **Premises** owned by the **Insured** on a lease agreement suffers **Damage** by any cause not otherwise excluded and is not reinstated to its original form within four years of the date of the **Damage** by a party other than the **Insured** the **Company** will pay costs equivalent to the saleable value of the lease on the original **Premises** assuming vacant possession calculated on the value at the time of the **Occurrence** of the **Damage** less

1. The actual saleable value of the lease if the **Building** was reinstated in a different form from the original and
2. The amount of any compensation or other sums paid or payable to the **Insured** in consequence of the **-Premises** not being rebuilt or being rebuilt in a different form

Provided that the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

## Money

The **Company** will pay for any loss of the **Insured's Money** held in connection with the **Business**

1. whilst in transit within the **United Kingdom** or in a bank night safe up to a maximum amount of £5,000 for any one loss
2. whilst at the private residence of any principal or authorised **Employee** up to a maximum amount of £1,000 for any one loss
3. from the **Premises** during business hours up to a maximum amount of £2,500 for any one loss
4. from the **Premises** outside business hours not contained within a locked safe up to a maximum amount of £500 for any one loss
5. from the **Premises** outside business hours contained within a locked safe up to a maximum amount of £2,500 for any one loss
6. Whilst in any machine/device owned by the insured and used by the general public up to a maximum amount of £1,000 for any one machine/device and £2,500 any one **Occurrence**

It is noted that the **Insured's Contribution** for any incidents covered under this clause is Nil for each and every claim

This clause does not cover any costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

## Mortgagees and Lessors

Any increase in the risk of **Damage** resulting from any act or neglect of any mortgagor leaseholder lessee or occupier of any **Buildings** insured by the **Policy** will not prejudice the interest of any mortgagee freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the **Company** are notified as soon as reasonably practical once the mortgagee freeholder or lessor becomes aware of such increase in risk and pay an appropriate additional premium if required

## Non-Invalidation

The **Policy** shall not be invalidated by any act or omission or any other alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that within a reasonable period of the **Insured** becoming aware thereof notice shall be given to the **Company** and additional premium paid if required



# Property Damage - Clauses

All clauses operative as shown

## Obsolete Building Materials

The cost of rebuilding extends to include the reasonable additional costs incurred in replacement of 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

The **Buildings** shall not be regarded as being better or more extensive than when new provided that the **Company's** liability shall not exceed 10% of the **Declared Value** of such **Buildings** in respect of such additional costs

## Option to Repair

The **Policy** extends to include the additional costs of rebuilding (or of restoring the damaged parts) incurred solely as a result of any terms in the lease that allow for the tenants or lessees to remain in occupation of the **Building** during the period necessary to repair or reinstate the **Damage**

Provided that

1. the **Company's** liability in respect of any one item under this clause shall not exceed 20% of the **Declared Value**
2. for the purposes of the *Provision of Underinsurance – Property Damage* rebuilding costs shall be exclusive of such additional costs of rebuilding (or of restoring the damaged parts)

## Party Walls

The **Policy** extends to indemnify the **Insured** for the cost incurred in reinstating a party wall following **Damage** whether the responsibility to reinstate is with the **Insured** or not subject to the **Company's** liability in respect of rebuilding the **Buildings** including their liability under this clause not exceeding the Sum Insured of the **Premises** affected

## Personal Possessions

The **Company** will pay for **Damage** by any cause not otherwise excluded to the personal possessions other than motor vehicles of the **Insured's** directors partners employees customers or visitors at any insured **Premises**

Provided always that:

1. they are not otherwise insured
2. the **Company** will not be liable for more than the Limit stated in the Schedule

## Privity of Contract

The **Policy** extends to indemnify the **Insured** for legal liability incurred to repair or reinstate **Damage** caused to any sold property that was previously insured and owned by the **Insured** where any succeeding landlord or tenant has failed to effect or maintain adequate insurance on property at the **Premises** concerned and as required under the terms of the relevant lease

Provided that

1. the **Company's** maximum liability any one **Occurrence** including all costs and expenses shall not exceed the Limit stated in the Schedule but in no case shall the liability of the **Company** exceed the total costs of repair or reinstatement as provided by this **Policy**
2. in respect of **Assigned Premises** intended at the time of any **Damage** for renovation refurbishment or redevelopment the liability of the **Company** shall be based upon the alternative basis of settlement as described by the **Policy**
3. the **Insured** takes all reasonable steps to obtain release from their obligations to insure the **Assigned Premises** as part of any agreement to assign the relevant lease
4. the insurance under this extension shall be subject to all the Conditions and Exclusions of the **Policy**
5. the indemnity shall not apply to legal liability arising out of any **Occurrence** happening prior to inception of cover with the **Company**

For the purpose of this extension **Assigned Premises** shall mean any property formerly owned by or leased by or leased to the **Insured** which had at the time any **Damage** occurs been assigned to a successor landlord or tenant

# Property Damage - Clauses

All clauses operative as shown

## Provision of Underinsurance – Property Damage

If at the time of **Damage** by any cause not otherwise excluded the total of the **Declared Values** by all **Buildings** and **Landlords Contents** insured is less than the total of the **Day One Building Values** at the inception of the **Period of Insurance** then the amount otherwise payable shall be proportionately reduced

This *Provision of Underinsurance* will not apply to this **Policy** provided that professional revaluations are carried out to **Buildings** at the **Premises** at least once every 3 years and the resulting valuations are utilised in the setting of each **Declared Value**

## Public Relations Expenses

If as a result of **Damage** by any cause not otherwise excluded to any **Property** insured the **Insured** needs to employ suitable public relations personnel to deal with press and public announcements or other necessary activities the **Company** will pay the reasonable costs incurred by the **Insured** subject to the **Company's** liability not exceeding the Limit stated in the Schedule

## Reinstatement to Match

The **Policy** extends to indemnify the **Insured** for the cost of replacement repair or modification of undamaged parts of **Buildings** that form part of a suite common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part

The **Company's** total liability shall not exceed the amount that would have been payable for replacement repair or modification of the whole **Property** forming a suite common design or function if such **Property** had been wholly destroyed

## Removal of Nests

The **Policy** extends to include the reasonable costs of removing nests other than those nests which were already in the **Buildings** prior to the inception of this insurance subject to the **Company's** liability not exceeding the Limit stated in the Schedule

## Residential Property – Rent and Alternative Accommodation

Where as a result of **Damage** by any cause not otherwise excluded to **Residential Property** which renders said **Residential Property** uninhabitable or access is prevented to such the **Company** will indemnify the **Insured** in respect of each separate dwelling either

1. 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 for domestic pets during the period until the **Residential Property** is habitable and accessible  
or
2. the **Rent Receivable** paid or payable to the **Insured** by tenants for accommodation provided and services rendered including management charges at the **Premises** being the amount by which the **Rent Receivable** by the **Insured** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Rent Receivable**  
or
3. a cash allowance not exceeding 25% of the amount payable under 1) above during the period until the **Residential Property** is habitable and accessible

Provided that

- a) cover for such costs shall only apply to the extent that such costs are not otherwise insured
- b) the maximum payment under this clause shall not exceed 35% of the **Sum Insured** applying to the **Residential Property** or to the parts of the **Residential Property** that have suffered **Damage**
- c) for the purposes of this Clause the **Maximum Indemnity Period** shall be as declared to the **Company** but no less than 36 months

The cover provided by this clause is subject otherwise to the terms of all *Loss of Revenue – Clauses* in so far as they are capable of being applied

# Property Damage - Clauses

All clauses operative as shown

## Seventy-Two Hour Provision

In respect of **Damage** following earthquake storm flood escape of water or oil from any tank apparatus pipe or appliance automatic sprinkler installation occurring continuously or intermittently during any period of 72 hours all such **Damage** shall be deemed to constitute one loss under the **Policy** for the purpose of the payment of any **Insured's Contribution** which the **Insured** cannot recover

## Spontaneous Combustion

The **Policy** extends to include **Damage to Property** caused by its own spontaneous fermentation heating or combustion

## Temporary Removal

The **Policy** extends to include any parts of the **Buildings** temporarily removed for cleaning renovation or repair or display or similar purposes anywhere within the **Territorial Limits** but only to the extent they are not otherwise insured

## Trace and Access

The **Policy** extends to include the cost necessarily and reasonably incurred in locating the source of **Damage** caused

1. by the escape of water or fuel oil or sprinkler leakage or ingress of water due to storm or flood
2. to cables underground pipes and drains serving the Premises and for which the Insured is responsible and making good said **Damage**

## Trees

The **Policy** extends to include **Damage** resulting from falling trees including the cost of removing fallen trees and or parts thereof and or the cost of felling and or lopping and removing trees which represent an immediate threat to the safety of life and or **Damage** to buildings

## Unauthorised use of Electricity Gas Oil and Water

The **Policy** extends to include the cost of metered electricity gas oil or water for which the **Insured** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without the **Insured's** authority provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered

## Undamaged Foundations

Where a **Building** is destroyed but parts remain undamaged and or foundations are not destroyed and due to the exercising of buildings regulations local authority or other statutory requirements the reinstatement of the **Building** has to be carried out upon another site then the abandoned parts and/or foundations will be considered destroyed. If however the abandoned parts and foundations increase the resale value of the original site then such increase in resale value shall be regarded as salvage and the amount thereof shall accordingly be payable to the **Company**

# Property Damage - Clauses

All clauses operative as shown

## Unexpected Archaeological Discoveries

The **Policy** extends to include costs necessarily incurred in rebuilding the **Buildings** (or of restoring the damaged parts) by the **Insured** following **Damage** by any cause not otherwise excluded as a direct result of their compliance with their statutory obligations following the discovery of archaeological finds during site excavation

A claim under this clause shall include additional interest payments incurred as a result of the delay of any building work

The **Company's** maximum liability under this clause is the Limit as shown in the Schedule

Special Conditions

1. the **Insured** shall not have pre-existing knowledge of the presence of archaeological remains prior to any works being undertaken
2. the **Insured** shall prior to any payment being made by the **Company** take or permit to be taken on their behalf by the **Company** necessary and reasonable steps to minimise the loss including the consideration of and submission of alternative planning applications as agreed by the **Company**
3. interest shall be based on the Bank of England base rate plus 2%

## Upgrading Sprinkler Installations

The **Policy** extends to include the additional costs incurred following **Damage** by any cause not otherwise excluded to the automatic sprinkler installation at the **Premises** in the event that on repair or reinstatement thereof the **Company** require the installation to conform to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at that time

In addition the **Company's** liability relating to undamaged portions of the automatic sprinkler installation is limited to 15% of the amount the **Company** would have been liable to pay to reinstate the automatic sprinkler system had it been wholly destroyed

## Value Added Tax

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

1. 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 **Company** has paid or agreed to pay for such **Damage**  
c) where Value Added Tax is known not to be recoverable the **Declared Value** advised to the **Company** includes an appropriate allowance for such Value Added Tax  
d) if payment made by the **Company** in respect of reinstatement or repair of such **Damage** shall be less than the actual cost of reinstatement or repair any payment under this provision resulting from the **Damage** shall be reduced in like proportion
2. the **Insured's** liability for such tax does not arise from the replacement **Buildings** having greater floor area than or being better or more extensive than the destroyed or damaged **Buildings**
3. where an option to reinstate on another site is exercised the **Company's** liability under this provision shall not exceed the amount of tax that would have been payable had the **Buildings** been rebuilt on its original site
4. the **Company's** liability under this provision shall not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax

Provisions to the contrary elsewhere in the **Policy** are over-riden as follows in respect of those items to which this provision applies

- a) for the purpose of the *Provision on Underinsurance – Property Damage* rebuilding costs shall be exclusive of VAT
- b) the liability of the **Company** may exceed the Sum Insured by an item or in the whole the total Sum Insured where such excess is solely in respect of VAT

## Workmen

Workmen are allowed to work at the **Premises** for the purposes of effecting any repairs minor additions and alterations or decorations without prejudice to the **Policy**

# Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

## Diminution in Value

Where **Damage** occurs to third party buildings in the **Vicinity** and there is a subsequent reduction in sale price achieved on a **Premises** offered for sale on the open market prior to the **Damage** the insurance by this Section extends to include the difference in prior and post **Damage** value

The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors whose appointment shall be agreed by the **Insured** and the **Company** and due allowance shall be taken of all other sums recovered in respect of **Damage** under the **Policy** and from any other source

The **Company's** liability under this clause is limited to the Limit stated in the Schedule

## Environmental Materials

The **Policy** in respect of **Buildings** extends to include:

1. the additional cost of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost destroyed or damaged **Property** insured
2. additional cost of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) to reinstate the **Damage** to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment
3. the reasonable additional cost of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard

Provided always that:

- a) the **Company** shall not be liable for any undamaged portions of the **Buildings** insured
- b) the **Company** shall not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of the works funded by the application of this clause
- c) the **Company** shall not be liable for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**
- d) if the liability of the **Company** under any item of this Section other than this clause shall be reduced by the application of any of the terms and conditions of this Section then the liability of the **Company** under this clause in respect of any such item shall be reduced in like proportion
- e) the **Company's** liability under this clause in respect of any one **Occurrence** and in total in any one **Period of Insurance** shall not exceed the limit as stated in the Schedule

# Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

## Flood Resilience and Protection Expenses

Following **Damage** by flood (excluding **Damage** by sprinklers) the **Company** agrees to pay:

1. any additional rebuilding costs for the incorporation of flood resilient materials
2. the relocation within the same **Building** of replacement landlords' fixtures and fittings insured under the **Policy** to an area of reduced exposure to **Damage** by water arising from storm and flood
3. the additional costs in the utilisation of PAS 1188 (or similar or replacement standard) approved products or other appropriate products methods or schemes including specialist consultant fees for the purposes of providing protection against future **Damage** by water arising from storm and flood

provided that

- a) the **Company** will not pay any additional costs for work the **Insured** had already planned to be carried out prior to the **Damage**
- b) the **Company** will not pay any additional costs for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Property** or by the owner thereof of the works funded by the application of this clause
- c) the **Company** will not pay any additional costs for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**
- d) if the liability of the **Company** is reduced by the application of any terms or conditions of this **Policy** the liability of the **Company** under this clause will similarly be reduced
- e) the **Company** will not pay any additional costs for replacing or protecting undamaged **Property**
- f) if the **Insured** elects not to rebuild the **Building** then this clause will not apply
- g) the **Company** will not pay the first 10% of all costs otherwise payable under the terms of this clause
- h) the **Company's** liability shall not exceed in respect of any one **Occurrence** an amount equivalent to 100% of the actual amount paid or payable by the **Company** to reinstate the **Damage** in the absence of this clause or the Limit stated in the Schedule whichever is the lesser

## Inadvertent Underinsurance - Professional Valuer

In the event that the Sum Insured by any item on **Buildings** be inadequate due to any inaccuracy in the **Declared Value** provided by the professional valuer employed by the **Insured** the **Declared Value** by such **Building** shall be 130% of the value declared to the **Company**

# Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

## Incombustible Reinstatement

Following **Damage** the **Policy** extends to include the additional costs of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) in utilising alternative materials that are incombustible or are Loss Prevention Council approved

Provided that:

1. the **Company** will not be liable for
  - a) any undamaged portions of the **Buildings** insured
  - b) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof of the works funded by the application of this clause
  - c) the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act or Parliament or bye-laws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**
  - d) the cost of any improvements Scheduled by the **Insured** to take place at the **Premises** prior to the happening of the **Damage**
  - e) the first 10% of all costs otherwise payable under the terms of this clause
2. no payment beyond the amount that would have been payable in the absence of this clause will be made:
  - a) unless reinstatement commences and proceeds without unreasonable delay and in any case must be commenced within 12 months of the date of the **Damage** or within such further time as the **Company** may allow during the said 12 months
  - b) until the cost of reinstatement has actually been incurred
3. the **Company's** liability shall not exceed in respect of any one **Occurrence** an amount equivalent to 100% of the actual amount paid or payable by the **Company** to reinstate the **Damage** to the said **Buildings** in the absence of this clause or the Limit stated in the Schedule whichever is the lesser

## Indexation

The **Company** automatically agrees to extend the **Declared Value** by an additional 7.5% in respect of **Buildings** purchased by the **Insured** pending their own professional insurance valuation and such valuation shall be carried out within 90 days of the **Insured** purchasing the **Building**. This extension shall not limit the **Insured's** right to a recovery under any other Section and/or clause under the **Policy**

## Loss of Planning Consent

If as a result of **Damage** to any **Building** the **Insured** lose planning consent in respect of that **Building** as a result of which the investment value of the **Building** is reduced and if at that time the **Insured** had intended to sell the **Building** and the sale is completed at a reduced price having made every effort in the meantime to regain planning consent the **Company** will indemnify the **Insured** in respect of the difference between the investment value of the **Building** prior to the **Damage** and its sale price

Any amounts recovered in respect of the **Damage** and from any other source shall be taken into account in settling any claim

The **Company's** liability under this clause will not exceed the Limit stated in the Schedule in excess of the amount which would have been payable had the **Buildings** been rebuilt or repaired or its Sum Insured whichever is the lower

## Munitions of War

General Exclusion 1 (War and Allied Risks) will not apply to **Damage** to the **Property** from or occasioned by the detonation of munitions of war or parts thereof within 1 Kilometre of the **Premises** provided that the presence of such munitions does not result from a state of war current at the time of **Damage**

## Section 2 - Loss of Revenue

Applicable only if stated in the Schedule to be Operative

### THE COVER

The **Company** will indemnify the **Insured** in consequence of

1. **Damage** to the **Premises**
2. any other **Occurrence** for which the **Company** is liable all referred to in *Section 2 - Loss of Revenue*

during the **Period of Insurance** for each *Loss of Revenue* item below

a) *The Loss of Rent Receivable*

being the amount by which the **Rent Receivable** by the **Insured** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Rent Receivable**

The **Company** will have regard in respect of **Advanced Rent**

- i) to actual negotiations with prospective tenants both before and after the **Occurrence**
- ii) the demand for similar accommodation in the locality as a means of establishing the general level of rents applied

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

b) *The Cost of Reletting*

being the costs necessarily and reasonably incurred from the date of the **Damage** until the expiry of the **Indemnity Period** in reletting the **Premises** (including legal fees in connection with the reletting) solely in consequence of the **Damage**

c) *The Additional Expenditure*

being the expenditure (other than that recoverable under b) above) necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the loss of **Rent Receivable** during the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure

d) *Accelerated Reinstatement Expenditure*

being the further additional expenditure (other than that recoverable under b) and c) above) necessarily and reasonably incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) during the **Indemnity Period** in consequence of the **Damage** solely to avoid or minimize any loss of rent not recoverable by the **Insured** under this or any other policy during the period of twelve months immediately after the expiry of the **Indemnity Period** but not exceeding the loss of rent thereby avoided during the twelve months by the **Insured**

Provided always that:

- i) there has been no undue delay in reinstatement caused by or contributed to by the actions of the **Insured**
- ii) the **Company** will not be liable for any costs in respect of any loss where the **Indemnity Period** is less than 36 months



## Section 2 - Loss of Revenue

Applicable only if stated in the Schedule to be Operative

### Limit of Liability

The **Company's** liability shall not exceed

1. in respect of **Rent Receivable** 200% of the **Declared Rental Value** as stated in the Schedule
2. any other Sum Insured or Limit stated in the Schedule and/or **Policy**

In respect of **Residential Property** for the purpose of indemnity and/or application of the *Loss of Revenue – Clauses* the Sum Insured shall be deemed to be the Limit as stated in the *Residential Property – Rent and Alternative Accommodation* clause provided always that the **Company's** liability shall not exceed the Limit stated in the Schedule in respect of any one clause

### Material Damage Proviso - applicable separately to each Loss of Revenue item

The **Policy** shall not apply in respect of any *Loss of Revenue* item unless at the time of the **Damage** there shall be in force an insurance covering the interest of the **Insured** in the **Property** to which the **Damage** has occurred and

1. payment shall have been made or liability admitted under such insurance
- or

2. 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 clause shall not apply in respect of any item on **Loss of Revenue** where another party (not being the **Insured**) is responsible for insuring the **Property** by virtue of lease or other contractual arrangements

# Loss of Revenue - Clauses

All clauses operative as shown

## Alternative Accommodation - Reduction of Loss

If in consequence of **Damage** by any cause not otherwise excluded the **Insured** shall use other **Premises** to provide accommodation to tenants the **Rent Receivable** from those **Premises** during the **Indemnity Period** shall be taken into account in assessing the loss of **Rent Receivable**

This clause will not apply where the **Insured** is able to prove that the alternative premises used for this purpose would otherwise have been let to another party Such proofs to consist of one of either a signed

1. lease or licence agreement or similar
2. letter of intent to take occupation

## Break Clauses

The **Insured** shall not be prejudiced by any insurance or casualty break clause in a lease that enables a lessee to determine the lease in the event of **Damage**

## Business Rates

The **Policy** extends to include the costs of local authority rates provided that such costs are incurred by the **Insured** solely as a result of

1. the lessee being able to determine or frustrate the lease following **Damage** by any cause not otherwise excluded as insured hereby
2. a prospective lessee not completing a lease solely as a result of the **Damage** by any cause not otherwise excluded

The **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

No payment under this clause shall be payable if the **Premises** are unfit for occupation as a result of an act or omission by the **Insured** (or someone acting on their behalf) which has resulted in a valuation officer reinstating the **Premises** on the rating list

## Denial of Access

The **Policy** is extended to cover loss by any cause not otherwise excluded hereunder resulting from interruption of or interference with the **Insured's Business** in consequence of access to any part of the **Premises** insured being restricted or hindered arising out of:

1. **Damage** to property in the **Vicinity** of the **Premises** which prevents or hinders the use of the **Premises** or access thereto whether the **Property** of the **Insured** therein suffers **Damage** or not but excluding **Damage** to property of any public utility from which the **Insured** obtains supplies or services
2. actions or advice of a Government or Local Authority or Police or regulatory body closing down or sealing off the **Premises** or areas in the **Vicinity** of the **Premises** which prevents or hinders the use of the **Premises** or access thereto
3. the unlawful occupation of the **Premises** or other property in the **Vicinity** of the **Premises** by third parties except in the course of a dispute between any employer and **Employee** or group of workers
4. the threat or suspected or actual presence of a harmful device on or in the **Vicinity** of the **Premises**

Provided that the **Company** will not be liable for:

- a) any **Occurrence** involving an interruption of less than 24 hours duration
- b) any period other than the actual period of prevention or hindrance of access to the **Premises**
- c) any losses exceeding the Limit stated in the Schedule
- d) any action taken or advice given in controlling, preventing or suppressing the spread of any disease

# Loss of Revenue - Clauses

All clauses operative as shown

## Failure of Utilities

The **Policy** is extended to include losses not otherwise excluded arising from the failure of the supply of :

1. electricity at the terminal ends of the supply authority's service feeders at the **Buildings**
2. gas at the supply authority's meters at the **Buildings**
3. water at the supply authority's main stop cock serving the **Buildings**
4. land based telecommunications

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought unless done to save life

Provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

## Foul or Surface Water Drainage

The **Policy** is extended to include **Damage** by any cause not otherwise excluded arising from the failure of the foul or surface water drainage facilities servicing the **Premises**

Provided that

1. the **Indemnity Period** shall not commence until 72 hours after the **Damage** shall have occurred
2. the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

## Insurance Premiums

**Rent Receivable** is deemed to include insurance premiums only where there is a cessor clause in the lease that enables the lessee to cease paying such premiums or part thereof in the event of **Damage**

## Loss of Attraction

The **Policy** is extended to include loss by any cause not otherwise excluded resulting solely from **Damage** to property in the **Vicinity** of the **Premises** in consequence of which the turnover of the lessee's business is affected and the **Rent Receivable** by the **Insured** is reduced

In respect of anchor tenants only if solely in consequence of revenue loss an anchor tenant vacates the **Premises** by virtue of their lease agreement enabling them to do so this **Policy** shall include the loss of **Rent Receivable** following the termination of any agreements for leases or other loss of tenancy or delay in completion of the letting of other parts of the **Premises** which can be solely attributable to a reduction in the number of customers attracted to the **Vicinity** of the **Premises**

Provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

## Loss of Investment Income on Late Payment of Rent

If as a result of **Damage** by any cause not otherwise excluded the **Company** indemnifies the **Insured** in respect of the **Loss of Revenue** and if the payment by the **Company** to the **Insured** is made later than the date upon which the **Insured** would normally have expected to receive **Rent Receivable** the **Company** shall pay a further sum representing the investment income lost to the **Insured** during the delay

# Loss of Revenue - Clauses

All clauses operative as shown

## Loss of Projected Increase in Rent

The **Company** will indemnify the **Insured** in consequence of **Damage** by any cause not otherwise excluded for the amount of the reduction in the **Rent Receivable** during the **Indemnity Period** if solely in consequence of the **Damage** the **Insured** is precluded from exercising their right to implement a rent review under the terms of the lease on its anticipated due date

## Managing Agents Premises

The **Company** will extend this Section of the **Policy** to include loss as insured resulting from **Damage** by any cause not otherwise excluded to property at the premises of the **Insured's** managing agents provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

## Notifiable Disease Vermin Defective Sanitary Arrangements Murder and Suicide

The cover by each **Loss of Revenue** item is extended to indemnify the **Insured** for **Loss of Revenue** arising from

1. the closure of or restrictions placed on the whole or part of the **Premises** by order of a competent public authority as a direct result of
  - a) any **Occurrence** of **Notifiable Disease** at the **Premises** or attributable to food drink supplied from the **Premises**
  - b) any discovery of an organism at the **Premises** likely to result in the **Occurrence** of a **Notifiable Disease** at the **Premises**
2. the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** -on the order or advice of a competent public authority
3. 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 a competent public authority
4. any **Occurrence** of murder or suicide or accidental death at the **Premises** or within 500 meters from the boundary of the **Premises**

For the purpose of this provision the **Indemnity Period** shall commence:

- a) in the case of 1. 2. and 3. above from the date applied by the competent public authority
- b) in the case of 4. above from the date of the **Occurrence**

Provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the **Schedule** and the indemnity provided by this clause is extended to include costs subject to a maximum of GBP500,000 any one **Occurrence** in addition to the above unless stated to the contrary in the Schedule incurred in:

1. investigating cleaning decontaminating rectifying repairing any of the above risks
2. any programme of crisis management or public relations in connection with such risks

## Payments on Account

The **Company** will make payments on account during the **Indemnity Period** if the **Insured** so requests subject to any necessary adjustment at the end of the **Indemnity Period**

# Loss of Revenue - Clauses

All clauses operative as shown

## Professional Accountants

Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by the **Company** under *Claims Conditions - All Sections Action by the insured* of the **Policy** for the purpose of investigating or verifying any claim under this clause may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report will be prima facie evidence of the particulars and details to which such report relates

The **Company** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details

The **Company** will also pay to the **Insured** the reasonable charges payable by the **Insured** to their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause contained in the lease

## Renewable Energy Income

The **Policy** extends to include the **Insured's** loss of income from the sale of renewable energy to the national grid following **Damage** by any cause not otherwise excluded subject to the **Company's** liability any one **Occurrence** under this clause not exceeding the Limit stated in the Schedule

## Rent Free Period

If at the date of the **Damage** any **Premises** insured by the **Policy** is subject to a rent free period concession under the terms of the lease then the **Indemnity Period** stated in the Schedule shall be adjusted by adding to the number of months shown in the Schedule to the remaining balance of such rent free period subject to allowance for the actual future rent having been included in the **Declared Rental Value** and provided that the **Company's** liability shall in no case exceed 200% of this figure

## Savings

If any charge or expense payable out of **Rent Receivable** shall cease or reduce during the **Indemnity Period** in consequence of the **Damage** by any cause not otherwise excluded the sum saved shall be deducted from the amount otherwise payable under this Section of the **Policy**

# Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

## Automatic Reinstatement of Loss

The Sums Insured and/or Limits as stated in the Schedule will not be reduced (unless stated in the Schedule as aggregated during the **Period of Insurance**) by the amount of any insured **Damage** subject to the **Insured** paying an appropriate reasonable additional premium requested by the **Company** on the amount of the insured **Damage**

The **Company** will not require any additional premium where the amount of the insured **Damage** does not exceed 10% of the total of the Sums Insured stated in the Schedule under *Section 1 – Property Damage* and *Section 2 – Loss of Revenue*

## Automatic Cover from Exchange

If at the time of **Damage** by any cause not otherwise excluded the **Insured** have contracted to purchase any building and/or site and the purchase has not been but is thereafter completed the location of such building and/or site will be deemed to be a **Premises** under *Sections 1. 2. and 3.* until completion but only in circumstances where either:

1. the **Insured's** interest in any such **Premises** is not covered by any other insurance
2. the **Insured's** interest is covered by any other insurance but only to the extent that any other insurance on such **Premises** is more restrictive in cover or limits and where the **Company** will be liable for any difference between any other insurance and this **Policy**

The **Insured** must advise the **Company** immediately they become aware that cover has attached under this clause and pay the appropriate premium from the date the **Company's** liability commenced

Provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

## Buildings Awaiting Sale

If at the time of the **Damage** by any cause not otherwise excluded 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 such **Damage** then provided that the **Insured** shall make all **reasonable** efforts to complete the sale of the **Premises** as soon as practicable after the **Damage** the **Insured** may opt for the amount payable by the **Company** to be as follows:

1. during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold  
the loss of **Rent Receivable** being  
the amount by which the **Rent Receivable** by the **Insured** during the **Indemnity Period** shall solely in consequence of the **Damage** fall short of the **Standard Rent Receivable**
2. during the period commencing with the date upon which but for the **Damage** the **Buildings** would have been sold and ending with the actual date of sale or with expiry of the **Indemnity Period** if earlier  
the loss of interest being
  - a) 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**
  - b) the investment interest lost to the **Insured** on any balance of the sale proceeds after deduction of any capital borrowed as provided under a)less any amount receivable in respect of **Rent Receivable**

# Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

3. the additional expenditure being

- a) any costs of expediting reconstruction
- b) the additional legal fees and other expenditure

reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of **Damage** but not exceeding the amount of revenue loss avoided by such costs and expenditure

provided that the amount payable shall be adjusted to provide for any benefit derived by the **Insured** from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the **Insured**

Where the **Insured** shall not have contracted to sell their interest in the **Premises** the **Company** will have regard to the following with regard to the amounts payable under 2. *the loss of interest* and 3. *the additional expenditure*

- a) to actual negotiations with prospective purchasers both before and after the **Damage**
- b) to the demand for similar accommodation in the locality

If required the advice of a professional agent acceptable to both the **Insured** and the **Company** will be sought and such fees will be included in the indemnity provided

The **Company's** liability under 2) *the loss of interest* and 3) *the additional expenditure* shall not exceed GBP1,500,000 per annum per **Premises** (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months) unless otherwise agreed by the **Company**

## Contracting Purchasers Clause

If at the time of **Damage** the **Insured** shall have contracted to sell their interest in any **Property** insured the contracting purchaser who completes the purchase shall be entitled to the benefit of the insurance under this **Policy** (unless the **Premises** is otherwise insured against such **Damage** by the purchaser) without prejudice to the rights and liabilities of the **Insured** or the **Company** until completion

## Failure of Third Party Insurance

The **Policy** extends to include property and revenue loss (up to the **Indemnity Period** insured) in which the **Insured** has an insurable interest but under the terms of the lease is the responsibility of third parties to insure

This extension operates

1. in the event of failure of the third party's insurance whether in whole or in part to pay for the repairs or reinstatement or to provide an indemnity excluding any loss due to the insolvency of the third party's insurer(s)
2. in the event that the third party fails to insure

The liability of the **Company** under this extension shall be no greater than the Limit stated in the Schedule per **Building** per **Premises**

This extension does not cover any excess or self imposed deductible

# Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

## Inadvertent Failure to Insure

The **Policy** extends to include inadvertently omitted

1. premises (whether owned by the **Insured** or on a lease to them)
2. items forming part of the **Buildings** (excluding **Landlord Contents**) as a result of which the **Declared Values** for the **Buildings** at the **Premises** is less than the **Day One Building Values**

Provided that

- a) the premises or items are in the **United Kingdom** the Channel Islands or Isle of Man
- b) the **Insured** has an obligation to insure such premises or items
- c) the **Insured** will advise the **Company** in writing as soon as reasonably practical once they become aware of the omission and will pay any appropriate premium from the date upon which the insurance became the responsibility of the **Insured**
- d) the **Company's** liability shall not exceed the Limits stated in the Schedule

## Loss of Licence

If due to a reason beyond the **Insured's** power or control the **Licence** is revoked suspended or forfeited under the provisions of the legislation governing such licences the **Company** will pay the depreciation in value of the **Insured's** interest in the **Premises** including any directly resulting loss of **Rent Receivable** and reasonable costs and expenses incurred by the **Insured** with the **Company's** prior consent (such consent will not be unreasonably withheld) for any appeal

Provided always that:

1. the **Company** will not be liable in the event that revocation suspension or forfeiture arises directly or indirectly from any:
  - a) compulsory purchase order or improvement or redevelopment of the area by any local authority
  - b) alteration of the legislation affecting the grant suspension surrender or forfeiture of licences
2. the **Company** will not be liable if the **Insured** are entitled to obtain compensation under the provisions of any legislation
3. the **Insured** must notify the **Company** as soon as reasonably possible and give the **Company** all the assistance that may reasonably be required as soon as the **Insured** learn of any:
  - a) complaint against the **Premises** or its control
  - b) proceedings against or conviction of the licence holder designated **Premises** supervisor manager tenant or occupier of the **Premises** for any breach of the licensing legislation or any matter whereby the character or reputation of the person concerned is affected or called in question with regard to their honesty moral standing or sobriety
  - c) change in tenancy or management of the **Premises**
  - d) transfer or proposed transfer of the **Licence**
  - e) alteration in the purpose for which the **Premises** are used
  - f) application for review or other circumstances which may endanger the **Licence**
4. the **Company's** liability will not exceed the Limit stated in the Schedule



# Optional Clauses Applying to both Property Damage and Loss of Revenue

The following clauses are applicable only if stated in the Schedule to be operative

## Claims Advocacy Expenses

In respect of a **Claim** for which the **Company** has accepted liability and where such liability is expected to exceed GBP500,000 this **Policy** covers the reasonable and proportionate fees paid by the **Insured** to appropriately qualified professionals to:

1. assist the **Insured** to prepare certify and verify the data documentation and other evidence which the **Company** requires from the **Insured**
2. present the claim on behalf of the **Insured** including resubmissions and amendments during the routine course of the **Claim** but not where such resubmissions or amendments are as a consequence of a dispute between the **Insured** and the **Company**
3. represent the **Insured** in meetings communications and discussions with the **Company** or their loss adjuster or other experts during the routine course of the **Claim** but not where such **Claim** or part thereof is the subject of dispute between the **Insured** and the **Company**

This **Cover** is subject to the following limits and conditions:

- a) the **Insurer's** liability shall not exceed 10% of the total cost of the **Claim** or GBP150,000 whichever is the lesser in respect of any one loss and GBP300,000 in total in any one **Period of Insurance**;
- b) unless charge out rates shall have been pre-agreed by the **Company** in respect of professionals engaged by the **Insured** in accordance with the subject matter of this clause as detailed under items 1. 2. and 3. the **Insured** shall provide the **Company** with the identity and the charge out rates of the qualified professional the **Insured** intends to instruct and shall obtain the **Company's** consent (such consent will not be unreasonably withheld) before instructing or committing to the professional in question for any sums in excess of GBP1,000.
- c) the **Company** shall not be liable for the fees paid to lawyers or any internal divisions of the **Insured** its subsidiaries or associated entities;
- d) the **Company** shall not be liable for value added tax (VAT) which the **Insured** is entitled to recover from HM Revenue & Customs (HMRC)

Nothing in this clause shall be read as the **Company** endorsing the services of the qualified professional which the **Insured** has selected to assist it

## Rise in Water Table

The **Policy** extends to indemnify the **Insured** in respect of **Damage** attributable solely to changes in the water table level  
The **Company's** liability shall not exceed the Limit stated in the Schedule

# Exclusions that apply to both Property Damage and Loss of Revenue

*Section 1 - Property Damage and Section 2 - Loss of Revenue do not cover*

1. **Damage** caused by or consisting of

- a) inherent vice latent defect gradual deterioration wear and tear or its own faulty or defective design or materials but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- b) faulty or defective workmanship but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- c) the bursting of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured** other than
  - i) in respect of *Section 1 - Property Damage* - a boiler used for domestic purposes only
  - ii) in respect of *Section 2 - Loss of Revenue* - any boiler or economiser on the premises insured or a boiler used for domestic purposes only

Exclusion 1.c) shall not apply provided that

- the **Insured** or the tenant (under their FRI obligations) arranges for the statutory inspections to be undertaken by an authorised engineer and puts in place an engineering insurance policy
  - the Company shall only be liable for amounts over and above those provided by any primary engineering policy in force up to a maximum Limit of GBP5,000,000 any one **Occurrence**
- d) frost other than **Damage** caused to permanent **Buildings** but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
  - e) flooding solely attributable to changes in the water table level unless stated in the Schedule

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 texture or finish
- c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- e) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services

but this shall not exclude

- i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**
- ii) subsequent **Damage** which itself results from a cause not otherwise excluded

3. **Damage** caused by subsidence ground heave or landslip

- a) attributable to or which occurred prior to the inception of this **Policy**
- b)
  - i) occasioned by or happening through the bedding down of newly erected structures
  - ii) attributable to coastal or river erosion
  - iii) attributable to the settlement or movement of made-up-ground used as a commercial landfill site unless the practical completion date of the **Property** was achieved more than 10 years before the manifestation of **Damage**
- c) occurring to any part of the **Property** insured in the course of erection or undergoing total demolition or **Major Structural Alterations**

# Exclusions that apply to both Property Damage and Loss of Revenue

4. **Damage** to the **Building** caused by its own collapse or cracking except where resulting from a **Defined Peril**
5. **Damage** in respect of fixed glass the responsibility of the tenant under the lease document
6. **Damage** for any amount in excess of GBP25,000 any one **Occurrence** in respect of moveable **Property** in the open boundary fences and gates trees bushes shrubs and landscaping caused by wind rain hail sleet snow flood or dust
7. **Damage** or loss directly or indirectly caused by or in connection with any **Act of Terrorism**  
In any action suit or other proceedings where the **Company** alleges that by reason of this exclusion cover is not provided under this **Policy** the burden of proving that such **Damage** or loss in consequence of **Damage** is covered shall be upon the **Insured**
8. **Damage** caused by pollution or contamination but this shall not exclude
  - a) destruction of or **Damage** to the **Property** insured resulting from a sudden identifiable unintended and unexpected cause which is not otherwise excluded
  - b) loss resulting from **Damage** to **Property** used by the **Insured** at the **Premises** for the purpose of the **Insured's Business** resulting from a sudden identifiable unintended and unexpected cause which is not otherwise excluded
9. **Damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds
10. **Damage** in Northern Ireland occasioned by or happening through or in the 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

## Section 3 - Terrorism Insurance

Applicable only if stated in the Schedule to be operative

### THE COVER

1. In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event to have been an **Act of Terrorism**; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an **Act of Terrorism** and that such refusal is reversed by the decision of a validly constituted Tribunal

this section of the **Policy** shall provide cover for:

- **Damage**; and
- loss in consequence of **Damage**

as described in the Schedule insured under *Section 1 & 2* proximately caused by such **Act of Terrorism** provided that:

- 1) such **Damage** and loss in consequence of **Damage** occurs in England including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986 Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland the Channel Islands or the Isle of Man
- 2) in any action suit or other proceedings where the **Company** alleges that any **Damage** and loss in consequence of **Damage** is not covered by this Section the burden of proving that such **Damage** and loss in consequence of **Damage** is covered shall fall upon the **Insured**
- 3) the insurance effected by this Section excludes:

A) any losses whatsoever:

- a) 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
- b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - a) damage to or the destruction of any Computer System; or
  - b) any alteration modification distortion erasure or corruption of **Data**

in each case whether the property of the **Insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism Hacking Phishing or Denial of Service Attack

Proviso to exclusion 3) A) b)

save that Covered Loss otherwise falling within this exclusion 3) A) b) will not be treated as excluded by exclusion 3) A) b) solely to the extent that such Covered Loss:

- i) results directly (or solely as regards ii) 3) below indirectly) from fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any Computer System; and
- ii) comprises:
  - 1) the cost of reinstatement replacement or repair in respect of damage to or destruction of Property insured; or
  - 2) the amount of business interruption loss suffered directly by the **Insured** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial prevention or hindrance of access to or use of the Property insured by reason of an **Act of Terrorism** causing damage to other Property within one mile of the Property insured to which access is affected; or

## Section 3 - Terrorism Insurance

Applicable only if stated in the Schedule to be operative

- 3) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **Insured** to avoid or diminish such loss

and

iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state

iv) for the purposes of this Proviso

1. The meaning of 'Property' shall exclude:

- A) any money (including Money) currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever; and
- B) any **Data**

2. Covered Loss means all losses arising as a result of damage to or the destruction of Property insured the proximate cause of which is an **Act of Terrorism**

v) Notwithstanding the exclusion of **Data** from Property to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration modification distortion erasure or corruption of **Data** because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration modification distortion erasure or corruption of **Data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this Section

In no other circumstances than the previous sentence however will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **Data** be recoverable under this Section

B) any type of property which has been specifically excluded in this **Policy**

C) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**

4) Save for the exclusions listed in 3) above no other exclusions in the **Policy** shall apply to the insurance effected by part 1. of this Section All other terms and definitions and conditions of the **Policy** (including but not limited to any excess or Deductible to be borne by the **Insured**) shall apply to the insurance effected by part 1 of this Section except for;

- a) any long term undertaking applying to the **Policy**
- b) any terms in the **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**
- c) any extension of **Premises** to locations outside England and Wales and Scotland

2. In the event that Her Majesty's Government of Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence in the territories described in paragraph 1. proviso a) of this Section to have been an **Act of Terrorism** and such refusal is upheld by the decision of a validly constituted Tribunal this Section will delete the Terrorism Exclusion under Sections 1 and 2 of this **Policy** in respect of such Occurrence

3. This Section will delete the Terrorism Exclusion under *Sections 1 and 2* of this **Policy** in respect of any Occurrence in the Isle of Man or Channel Islands but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 (Isle of Man) Order 1991 Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act (Jersey) (Amendment) Order 2002

Provided always that in respect of 2. and 3. above all other terms definitions exclusions provisions and conditions of this **Policy** shall apply

# Section 4 - Property Owners Liability

Applicable only if stated in the Schedule to be operative

## THE COVER

The **Company** will indemnify the **Insured** subject to the terms limitations and conditions herein contained during the period stated in the Schedule and during any subsequent period for which the **Company** shall have accepted the premium required for renewal of this **Policy** in respect of all sums which the **Insured** shall become legally liable to pay as compensation for

### Public Liability

1. accidental death of or accidental **Personal Injury** to any person other than an **Employee** where such death or **Personal Injury** arises out of and in the course of the employment
2. accidental loss of or accidental damage to material property
3. accidental obstruction accidental trespass accidental nuisance accidental interference with pedestrian road rail air or waterborne traffic accidental invasion of the right of privacy or accidental interference with any right of air light water or way
4. wrongful arrest or false imprisonment

occurring during the currency of this **Policy** within the **Territorial Limits** in connection with the **Business** of the **Insured**

The liability of the **Company** under Public Liability for all compensation payable by the **Company** to any claimant or number of claimants in respect of any one **Occurrence** will not exceed the Limit(s) of Liability stated in the Schedule

# Property Owners Liability

Applicable only if stated in the Schedule to be operative

## Exclusions applicable to Public Liability

The indemnity granted by Public Liability will not apply to or include

1. liability arising from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant
  - a) which is licensed for road use
  - b) for which compulsory motor insurance or security is required
  - c) which is more specifically insured

Provided always that this Exclusion will not apply in respect of:

- i. liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing or the taking away of a load from such vehicle or plant
  - ii. the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
  - iii. the unauthorised movement on the **Insured's Premises** or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required
2. liability arising from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than barges motor launches and non-powered craft used on inland waterways
3. liability arising from Products after they have ceased to be in the custody or control of the **Insured** other than food or beverages for consumption on the **Premises** of the **Insured** or at any other premises where the **Insured** is carrying on the **Business**
4. **Damage** to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the **Damage** is the direct result of such work
5. **Damage** to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for the use by the **Insured** but this Exclusion will not apply to
  - a) the personal effects including vehicles and their contents of directors **Employees** and visitors
  - b) buildings or their contents temporarily occupied by the **Insured** for the purpose of carrying out work therein or thereon
  - c) premises or fixtures and fittings therein hired rented leased or lent to the **Insured** other than such loss or damage if liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

## Products Liability

1. accidental death of or accidental **Personal Injury** to any person other than an **Employee** where such death or **Personal Injury** arises out of and in the course of the employment
2. accidental loss of or accidental damage to material property occurring within The **Territorial Limits** during the currency of this **Policy** and caused by **Products**

The liability of the **Company** for all compensation payable by the **Insured** under **Products** Liability in respect of all such death or such **Personal Injury** and such loss of or such damage to such material property occurring during any one **Period of Insurance** will not exceed the Limit(s) of Liability stated in the Schedule

# Property Owners Liability

Applicable only if stated in the Schedule to be operative

## Exclusions applicable to Products Liability

The indemnity granted by Products Liability will not apply to or include:

1. replacing reinstating rectifying repairing recalling or guaranteeing the performance of any **Products**
2. liabilities arising from any **Products**
  - a) which at the time of the contract of sale or supply are knowingly
    - i. sold or supplied for use in craft designed to travel through air or space
    - ii. exported to the United States of America or Canada
  - b) in the custody or control of the **Insured**



# Property Owners Liability - Extensions

All extensions operative as shown

The insurance by this Section includes the following Extensions

Provided always that

1. these Extensions are subject to the terms and conditions of this **Policy** in so far as they can apply
2. the total liability of the **Company** to pay compensation will not exceed the Limit(s) of Liability

## Additional Benefit

The **Company** will pay the costs incurred with its consent (such consent will not be unreasonably withheld) for

1. representation at any coroner's inquest or fatal injury inquiry in respect of any death
2. defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section

## Consumer Protection Act 1987 and Food safety Act 1990 – Legal Defence Costs

The **Company** will indemnify the **Insured** or at the request of the **Insured** any director or **Employee** of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with the consent of the **Company** (such consent will not be unreasonably withheld) in an appeal against conviction arising from such proceedings

Provided always that:

1. the criminal proceedings relate to an offence committed in the course of the **Insured's Business** as within defined
2. this Extension will apply only to proceedings brought in Great Britain Northern Ireland the Isle of Man or the Channel Islands
3. the **Company** will not be liable under this Extension
  - a) where the **Insured** director or **Employee** is insured by any other policy of insurance
  - b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the **Insured** director or **Employee**
  - c) in respect of legal costs and expenses which the **Insured** director or **Employee** may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the **Insured** director or **Employee**
  - d) in respect of fines or penalties
  - e) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
  - f) unless the **Company** have the sole conduct and control of all claims
4. the **Insured** director or **Employee** will give to the **Company** immediate notice of any summons or other process served upon the **Insured** director or **Employee** and of any event that may give rise to proceedings against the **Insured** director or **Employee**

# Property Owners Liability - Extensions

All extensions operative as shown

## Contingent Motor Liability (Non Owned Vehicles)

The **Company** will indemnify the **Insured** named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental death of or accidental **Personal Injury** to any person and/or accidental loss of or accidental damage to material property as within defined arising out of the use of any motor vehicle not the property of nor provided by the **Insured** and being used in connection with the **Business**

Provided always that the **Company** will not be liable under this Extension

1. in respect of **Damage** to such vehicle or to goods conveyed therein or thereon
2. for accidental death of or accidental **Personal Injury** to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the **Insured** or by any person who to the knowledge of the **Insured** or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of liability more specifically insured under any other insurance
4. in respect of liability arising outside The **Territorial Limits**

## Contractors Non-negligent Liability

This Section extends to indemnify the **Insured** in respect of liability loss claim or proceedings and associated expense which the **Insured** may incur or sustain by reason of damage to any property caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of **Works** unless otherwise excluded

The indemnity will not apply to

1. damage to any property
  - a) owned or under the control of the **Insured**
  - b) caused by the negligence omission or default of the **Contractor** his servants or agents or of any sub-contractor his servants or agents
  - c) attributable to errors or omissions in the designing of the **Works** in circumstances where losses are recoverable under a professional indemnity insurance
  - d) which can reasonably be foreseen to be inevitable having regard to the nature of work to be executed but this shall only apply in respect of damage arising from the acts of the **Contractor**
2. damage to the **Works** or to property of any kind brought on to the site of the **Contract** for the purpose of the execution of the **Contract**
3. any penalty under **Contract** or any sum payable by way of damages for breach of contract
4. damage to property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. loss or damage recoverable under any other policy effected for the benefit of the **Insured**

Provided always that

- i) this Clause shall only be operative in the event that under the **Contract** the **Contractor** acting in its capacity as agent is required to effect cover as described hereunder but has failed to or decided not to do so and that such failure or decision is unknown to the **Insured**
- ii) The total amount payable by this clause shall not exceed the Limit stated in the Schedule

# Property Owners Liability - Extensions

All extensions operative as shown

## Corporate Manslaughter

The **Company** will indemnify the **Insured** in respect of legal costs and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**

Provided always that:

1. the **Company's** liability under this Extension shall not exceeding the Limit stated in the Schedule
2. this Extension will apply only to proceedings brought in Great Britain Northern Ireland the Channel Islands or the Isle of Man
3. the **Company** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **Insured**
4. the **Insured** will give to the **Company** immediate notice of any summons or other process served upon the **Insured** which may give rise to proceedings under this Extension
5. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
6. the **Company** shall be under no liability
  - a) where the **Insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - b) in respect of fines or penalties of any kind
  - c) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - i. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - ii. the Food Safety Act 1990 or any regulations made thereunder
    - iii. the Consumer Protection Act 1987 or any regulations made thereunder
  - d) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
7. where the **Company** have already indemnified the **Insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or **Occurrence** which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this **Policy** the amount paid under that Section will be taken into account in arriving at the **Company's** liability payable under this Extension

# Property Owners Liability - Extensions

All extensions operative as shown

## Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Company** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

1. any director or partner of the **Insured** GBP250
2. any **Employee** GBP100

## Cross Liabilities

Where this **Policy** is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them

## Data Protection Act

The **Company** will indemnify the **Insured** for liability at law occurring as a result of an offence under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing committed during the Period of Insurance within the **United Kingdom** and arising in connection with the Business

Provided always that the **Company** will not be liable for

1. the payment of fines and penalties
2. the cost of replacing reinstating rectifying or erasing any personal **Data**

## Defective Premises Act 1972

The **Company** will indemnify the **Insured** against liability at law incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the **Insured**

Provided always that the **Company** will not be liable under this Extension

1. for the cost of remedying any defect or alleged defect in the said premises
2. in respect of liability more specifically insured under any other insurance

## Environmental Statutory Clean up Costs

This Section extends to indemnify the **Insured** in respect of all sums including statutory debts that the **Insured** is legally liable to pay in respect of Clean up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive statute or statutory instrument

Provided always that

1. liability arises from Pollution or Contamination 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** All Pollution and Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
2. the **Company's** liability shall not exceeding the Limit stated in the Schedule
3. immediate loss prevention or salvage action is taken and the appropriate authorities are notified

# Property Owners Liability - Extensions

## All extensions operative as shown

4. the **Company** will be under no liability
  - a) in respect of Clean up costs for damage to the **Insured's** land **Premises** watercourse or body of water whether owned leased hired tenanted or otherwise in the **Insured's** care custody or control
  - b) for damage connected with pre-existing contaminated property
  - c) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - d) in respect of removal of any risk of an adverse effect on human health on the **Insured's** land **Premises** watercourse or body of water whether owned leased hired tenanted or otherwise in the **Insured's** care custody or control
  - e) in respect of costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - f) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident
  - g) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - h) in respect of costs for the reinstatement or reintroduction of flora or fauna
  - i) for damage caused deliberately or intentionally by the **Insured** or where they have knowingly deviated from environmental protection rulings or where the **Insured** has knowingly omitted to inspect maintain or perform necessary repairs to plant or machinery for which they are responsible
  - j) in respect of fines or penalties of any kind
  - k) for damage caused by the ownership or operation on behalf of the **Insured** of any mining operations or storage treatment or disposal of waste or waste products other than caused by composting purification or pre-treatment of waste water
  - l) for any costs or any liability for costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy
  - m) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - n) for damage caused by disease in animals belonging to or kept or sold by the **Insured**

For the purposes of this Extension the following definitions will apply

### 1. Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences

### 2. Remediation

Remedying the effects of Pollution or Contamination including primary complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009

### 3. Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **Territorial limits**

### 4. Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere;  
and
- b) all loss or **Damage** or personal injury directly or indirectly caused by such pollution or contamination

# Property Owners Liability - Extensions

All extensions operative as shown

## Financial Loss

This Section extends to indemnify the **Insured** in respect of

1. all sums which the **Insured** become liable in tort to pay as compensation and claimants' costs and expenses incurred in connection therewith in respect of claims for Financial Loss first made in writing against the **Insured** arising out of the **Business** and notified to the **Company** during or within 30 days of expiry of the same **Period of Insurance**
2. costs and expenses in connection with the defence of such claim for compensation incurred with the **Company's** consent (such consent will not be unreasonably withheld)

For the purposes of this Extension 'Financial Loss' means a pecuniary loss cost or expense incurred by any person other than the **Insured** or a director of the **Insured** or **Employee** as a result of

- a) defect in **Products**
- b) work carried out negligently by or on behalf of the **Insured**

Provided always that:

1. the liability of the **Company** under this Extension will not exceed the sum stated in the Schedule in any one **Period of Insurance**
2. in respect of any claim for which indemnity is provided by this Extension the **Insured** will pay the first GBP5,000 of any such claim
3. the indemnity granted by the Extension – Cross Liabilities – will not apply to this Extension
4. this Extension is subject otherwise to the terms conditions limitations and exclusions of the **Policy** in so far as they can apply and also to the following exclusions
  - a) the cost of replacing reinstating rectifying repairing removing recalling improving or guaranteeing the performance of **Products** or any work carried out by or on behalf of the **Insured**
  - b) any claim for diminution in value of **Products** or any work to which this Extension applies
  - c) liability arising from libel slander infringement of patent copyright trademark or trade name breach of anti-trust laws
  - d) liability arising from any act of fraud or dishonesty
  - e) liability arising from non performance non completion delay financial default or insolvency
  - f) liability arising out of professional advice or professional negligence
  - g) liability arising from a deliberate act or omission of the **Insured** where the Financial Loss could reasonably have been foreseen by the **Insured** having regard to the nature and circumstances of such act or omission
  - h) liability arising out of any circumstances known to the **Insured** at the inception of this Extension
  - i) liability
    - i. which attaches by virtue of a contract agreement warranty collateral warranty or guarantee
    - ii. in tort including negligence or breach of statutory duty to any person with whom the **Insured** has contracted where such liability arises under contract except where such liability is wider or more extensive than the **Insured's** contractual liability to such persons
  - j) liability arising from **Products** knowingly exported from Great Britain Northern Ireland the Isle of Man or the Channel Islands or work carried out by or on behalf of the **Insured** outside Great Britain Northern Ireland the Isle of Man or the Channel Islands
  - k) liability arising from **Personal Injury** or damage to material property or obstruction trespass nuisance or interference with pedestrian road rail air or waterborne traffic

# Property Owners Liability - Extensions

All extensions operative as shown

## Health and Safety at Work etc Act 1974 Legal Defence Costs

The **Company** will indemnify the **Insured** and at the request of the **Insured** any director or **Employee** of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with the consent of the **Company** (such consent will not be unreasonably withheld) in an appeal against conviction arising from such proceeding

Provided always that the **Company** will not be liable under this Extension for the payment of fines or penalties

## Indemnity to Directors and Employees

In the event of any claim in respect of which the **Insured** named in the Schedule hereto would be entitled to receive indemnity under this **Policy** being brought or made against

1. any director or **Employee** of the **Insured**
2. any officer member or **Employee** of the **Insured's** social sports or welfare organisations or first aid fire or ambulance services

the **Company** will indemnify such person if the **Insured** so requests against such claim and/or any costs charges and expenses in respect thereof

Provided always that

- a) such person is not entitled to indemnity under any other insurance
- b) such person shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of this **Policy**
- c) the **Company** will not be liable under this Extension unless the **Company** have the sole conduct and control of all claims
- d) the total liability of the **Company** under this Extension to pay compensation shall not exceed the Limit(s) of Liability

## Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this **Policy** being brought or made against any public or local authority or other principal the **Company** will indemnify the said public or local authority or other principal against such claim and/or any costs charges and expenses in respect thereof provided always that the **Company** will not be liable under this Extension unless the **Company** has the sole conduct and control of all claims

## Legal Costs

In addition to the indemnity provided by this Section the **Company** will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the **Company**

# Property Owners Liability - Extensions

All extensions operative as shown

## Legionella

It is agreed that paragraphs 1. and 2. of the Pollution Clause will not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like

All Pollution and Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like will be deemed to have occurred on the date that the **Insured** first becomes aware of circumstances which have given rise to such Pollution or Contamination

This Section will not apply to any claim arising from Pollution or Contamination

1. which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the current **Period of Insurance** the **Insured** had become aware of circumstances which have or may give rise to such Pollution or Contamination
2. if the **Insured** is at the time of loss in breach of their statutory obligations in respect of the maintenance and cleaning of such equipment

The liability of the **Company** for all compensation payable in respect of all Pollution and Contamination including the indemnity provided by this Extension which is deemed to have occurred during the **Period of Insurance** shall not exceed the Limit stated in the Schedule

Provided always that the total liability of the **Company** to pay compensation will not exceed the Limit(s) of Liability

For the purpose of this Extension such Pollution or Contamination will mean

1. all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss or **Damage** or **Personal Injury** directly or indirectly caused by such pollution or contamination

## Libel and Slander

The indemnity provided by Public Liability to this Section extends to indemnify the **Insured** in respect of legal liability to pay compensation and claimants costs and expenses 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 always that:

1. the indemnity granted by this Extension will apply solely to the **Insured's** in-house and trade publications
2. the liability of the **Company** under this Extension shall not exceed the Limit stated in the Schedule



# Property Owners Liability - Extensions

All extensions operative as shown

## Personal Liability Overseas

This **Policy** applies to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

Provided always that

1. this Extension will not apply to
  - a) legal liability arising directly or indirectly from
    - i. any agreement or contract unless liability would have existed otherwise
    - ii. the ownership or occupation of land or buildings
    - iii. the carrying on of any trade or profession
    - iv. the ownership possession or use of fire arms (other than sporting guns) mechanically propelled vehicles craft designed to travel through air or space hovercraft watercraft or animals of a dangerous species
  - b) **Damage** to property owned or held in trust by any director or **Employee** or any member of the family of such director or **Employee**
  - c) liability more specifically insured under any other insurance
  - d) legal liability for accidental death or accidental **Personal Injury** to any member of the family of any director or **Employee** or to any **Employee** of any director or **Employee** or any member of the family of such director or **Employee**
2. any person indemnified under this Extension shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of this **Policy**
3. The **Company** shall not be liable under this Extension unless the **Company** have the sole conduct and control of all claims
4. the total liability of the **Company** under this Extension to pay compensation will not exceed the Limit(s) of Liability

## Personal Representatives

In the event of the death of the **Insured** the indemnity provided by this **Policy** will apply to any personal representative of the **Insured** in respect of liability incurred by the **Insured** provided always that such personal representative shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of this **Policy**

# Property Owners Liability - Extensions

All extensions operative as shown

## Pollution

This Section excludes all liability in respect of Pollution or Contamination other than 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**

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

The liability of the **Company** for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the **Period of Insurance** will not exceed the Limit(s) of Liability in the aggregate

Provided always that the total liability of the **Company** to pay compensation will not exceed the Limit(s) of Liability stated in the Schedule

For the purposes of this clause Pollution or Contamination will mean:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. **Damage or Personal Injury** directly or indirectly caused by such pollution or contamination

## Valet Parking and Obstructing Vehicles

The **Company** will indemnify the **Insured** named in the Schedule and no other for the purpose of this clause in respect of legal liability for accidental **Personal Injury** to any person and/or accidental loss of or accidental damage to material property arising out of the use of any motor vehicle not the property of nor provided by the **Insured** in consequence of their provision of a valet parking service or for the purpose of removing a vehicle causing an obstruction to the extent of interfering with the carrying out of the **Insured's Business** and that of any legal occupier

Provided always that the **Company** will not be liable under this clause

1. for accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
2. in respect of liability more specifically insured under any other insurance
3. in respect of liability arising outside the **Territorial Limits**
4. where such motor vehicle is being used in circumstances that require compulsory motor insurance

# Property Owners Liability - Special Conditions

## Discharge of Liability

The **Company** may at any time by the payment to or on behalf of the **Insured** of the maximum sum payable hereunder in respect of any one **Occurrence** or the balance of such maximum sum should any payments have already been made in respect of claims arising out of the same **Occurrence** or by the payment as aforesaid of the balance of the maximum sum payable hereunder in any one **Period of Insurance** should the same be less than either of the aforesaid amounts by reason of any payments made in connection with any previous claims together with the amount of any legal costs incurred prior to the time of such payment absolve itself from any further liability whatsoever arising out of or in connection with such **Occurrences** and if the sum payable in respect of any claim or claims occurring in connection with or arising out of any one source or original cause exceeds the sum payable under this **Policy** the **Insured** will pay the excess and will also pay such proportion of the law costs payable to any claimants and/or incurred in the defence of any claim or claims in respect of such **Occurrence** as such excess bears to the total sum payable in respect of such **Occurrence**

## Use of Heat

The following precautions are complied with on each occasion of the use or application of heat as defined below taking place elsewhere than on the **Insured's** own **Premises**

### 1. Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders blow lamps blow torches hot air guns or hot air strippers

- a) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material
- b) At least 2 adequate and appropriate portable fire extinguishers in proper working order must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
- c) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
- d) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
- e) A person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames
- f) Sub-paragraph e) does not apply to the application of heat by means of blow lamps blow torches hot air guns or hot air strippers

### 2. Use of asphalt bitumen tar pitch or lead heaters

The heating must be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base

# Exclusions that apply to Property Owners Liability

The indemnity granted by *Section 4 - Property Owners Liability* will not apply to or include:

1. liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
2. liability arising out of professional advice given by the **Insured** for a fee or in circumstances where a fee would normally be charged
3. any Associated or Subsidiary company of the **Insured** or Branch Office or Representative of the **Insured** with Power of Attorney domiciled elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
4. aggravated exemplary vindictive or punitive damages awarded by any Court of Law outside Great Britain Northern Ireland the Channel Islands or the Isle of man
5. liability in respect of any claim or claims against or by the **Insured** arising directly or indirectly from **Terrorism** other than for an amount not exceeding the Limit of Liability as stated in the Schedule

and where stated in the Schedule to be operative

6. any liability loss cost or expense directly or indirectly caused by contributed to by or arising out of any asbestos asbestos fibres or any derivatives of asbestos including any product containing asbestos asbestos fibres or derivatives

## Section 5 - Employers Liability

Applicable only if stated in the Schedule to be operative

### THE COVER

If any **Employee** shall sustain any **Personal Injury** caused during any **Period of Insurance** and arising out of and in the course of their employment by the **Insured** in the **Business** the **Company** will indemnify the **Insured** against all sums for which the **Insured** shall be liable in respect of any claim for damages for such **Personal Injury** settled or defended with the consent of the **Company**

The **Company** will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred with the consent of the **Company** in defending any such claim for damages

### Limit of Liability

The limit of liability payable under this Section will not exceed the amount stated in the Schedule in respect of any one claim against or by the **Insured** or series of claims against or by the **Insured** arising out of one cause

The Limit of Liability will be inclusive of

1. all legal costs and other expenses incurred by any claimant or claimants
2. all legal costs and other expenses incurred in defending any claim or claims

Where the **Company** agrees to indemnify more than one party then nothing in this Section will increase the liability of the **Company** to pay any amount in respect of one claim or series of claims in excess of the amount stated as the Limit of Liability

# Employers Liability - Extensions

All extensions operative as shown

The insurance by this Section includes the following Extensions

Provided always that:

1. the **Company** will not be liable unless the **Company** have the sole conduct and control of all claims covered by these Extensions
2. these Extensions will not apply to any liability which is covered by any other policy

## Corporate Manslaughter

This Section extends to indemnify the **Insured** in respect of legal costs and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and / or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**

Provided always that

1. the **Company's** liability under this Extension shall not exceeding the Limit stated in the Schedule
2. this Extension will only apply to proceedings brought in Great Britain Northern Ireland the Isle of Man or the Channel Islands
3. the **Company** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **Insured**
4. the **Insured** will give to the **Company** immediate notice of any summons or other process served upon the **Insured** which may give rise to proceedings under this Extension
5. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
6. the **Company** will be under no liability
  - a) where the **Insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - b) in respect of fines or penalties of any kind
  - c) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - d) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
7. where the **Company** have already indemnified the **Insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or **Occurrence** which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this **Policy** the amount paid under that Section will be taken into account in arriving at the **Company's** liability payable under this Extension

# Employers Liability - Extensions

All extensions operative as shown

## Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity

under this Section the **Company** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

1. any director or partner of the **Insured** GBP250
2. any **Employee** GBP100

## Health and Safety at Work etc Act 1974

This Section subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the **Company's** consent to act for or on behalf of the **Insured** or any director or **Employee** in their defence against criminal charges brought under

1. Sections 36 or 37 of the Health and Safety at Work Act 1974 in respect of an offence as defined in Section 33 of the said Act
2. Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the **Period of Insurance** including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

1. this Extension will apply only to proceedings brought in Great Britain Northern Ireland the Isle of Man or the Channel Islands
2. the **Company** will be under no liability
  - a) where the **Insured** or any director or **Employee** is insured by any other policy
  - b) where the criminal charge is in respect of any deliberate or intentional criminal act of the **Insured** or any director or **Employee**
  - c) in respect of legal fees and expenses which the **Insured** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
  - d) in respect of fines or penalties of any kind
  - e) in respect of any proceedings not related to the health safety or welfare of an **Employee**
3. the **Insured** or any director or **Employee** will give to the **Company** immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**

## Indemnity to Directors and Employees

Where specifically requested to do so by the **Insured** the **Company** will indemnify any director or **Employee** of the **Insured** in respect of claims made against such director or **Employee** subject to the terms and limitations of the Section

# Employers Liability - Extensions

All extensions operative as shown

## Indemnity to First Aid and Medical Teams

This Section extends to indemnify any director or **Employee** whilst acting as a member of the **Insured's** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other person under a contract of service or apprenticeship with the **Insured** resulting from treatment given in connection with any **Personal Injury** or disease sustained by such person and arising out of and in the course of the employment of such person by the **Insured**

## Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this Section being brought or made against any public or local authority or other principal the **Company** will indemnify the said public or local authority or other principal against such claim and/or any costs charges and expenses in respect thereof

## Injury to Partner or Proprietor

In respect of **Personal Injury** to any partner or proprietor named in the Schedule as the **Insured** the **Company** will deem such person to fall within the Definition of **Employee**

Provided always that:

1. the **Personal Injury** arises out of and in the course of the **Business** of the **Insured**
2. the **Personal Injury** is caused by another partner or **Employee** working for the **Insured** in connection with the **Business** of the **Insured**
3. the partner or the proprietor has a valid right of action against the party responsible for such bodily injury or disease

## Private Work

This Section applies to private work carried out by **Employees** of the **Insured** for any director and/or executive of the **Insured**

## Solicitors' Fees

The **Company** will also pay solicitors' fees incurred with their consent (such consent will not be unreasonably withheld) for

1. representation at any coroners' inquest or fatal injury inquiry in respect of any death
2. defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section



# Employers Liability - Extensions

All extensions operative as shown

## Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of bodily injury or disease of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business** against any company or individual operating from premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part 6 months after the date of such judgment the **Company** will pay to the **Employee** or the personal representative of the **Employee** at the request of the **Insured** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided always that

1. there is no appeal outstanding
2. if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** will assign the judgment to the **Company**

## Work Overseas

The insurance by this Section will not apply to nor include liability in respect of any **Company** caused elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands but this exclusion will not apply to **Employees** temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries

# Exclusions that apply to Employers Liability

## Motor

This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

## Terrorism Restriction

The Limit of Liability payable under this Section in respect of any one claim against or by the **Insured** or series of claims against or by the **Insured** arising directly or indirectly from **Terrorism** shall not exceeding the Limit stated in the Schedule

## Work Offshore

This Section does not indemnify the **Insured** in respect of any claim for damages for bodily injury or disease caused during any **Period of Insurance** and sustained by any **Employee**

1. on any **Offshore** installation or support or accommodation vessel for any **Offshore** installation
2. in transit to from or between any **Offshore** installation support or accommodation vessel for any **Offshore** installation

## Section 6 - Legal Contingencies

Applicable only if stated in the Schedule to be operative

### THE COVER

The **Company** will indemnify the **Insured** in respect of the following losses sustained as a result of one or more of the **Legal Contingencies**:

1. all sums which the **Insured** become legally liable to pay under a **Court Order** or **Enforcement Action** or with the **Company's** prior written consent in any action or proceedings brought against them based upon an **Adverse Right Restrictive Covenant Chancel Repair Liability** or issue of a **Notice** or to prevent the **Insured's** use of an **Easement** including costs and expenses awarded against the **Insured**
2. all sums paid with the **Company's** prior written consent to free any Premises from an **Adverse Right Restrictive Covenant** and/or **Chancel Repair Liability** and/or to purchase an **Easement** or purchase or create an alternative comparable easement
3. the difference at the date of a **Court Order** or the **Company's** prior written consent that the **Adverse Right** or **Restrictive Covenant** is enforceable against the **Insured** between
  - a) the market value of the Premises on the assumption that the **Adverse Right** or **Restrictive Covenant** is unenforceableand
  - b) the market value of the Premises subject to the **Adverse Right** or **Restrictive Covenant**to the extent that it is held to be enforceable by a **Court Order** or with the **Company's** prior written consent Such value to be determined by a surveyor appointed by agreement between the **Company** and the **Insured** or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors
4. the difference at the date of a **Court Order** or the **Company's** prior written consent that the **Insured** should stop using an **Easement** between
  - a) the market value of the Premises on the assumption that the Premises has the benefit of the **Easement** and
  - b) the market value of the Premises without the benefit of the **Easement** but taking into account any comparable alternative easement that has been purchased or createdsuch value to be determined by a surveyor appointed by agreement between the **Company** and the **Insured** or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors
5. the difference between
  - a) the market value of the Premises on the assumption that the **Chancel Repair Liability** is unenforceable and
  - b) the market value of the Premises immediately following a payment by the **Insured** towards the cost of repairs of a church chancel under **Chancel Repair Liability** either following a **Court Order** or with the **Company's** prior written consentsuch value to be determined by a surveyor appointed by agreement between the **Company** and the **Insured** or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors

# Legal Contingencies

Applicable only if stated in the Schedule to be operative

6. the difference in:
  - a) the market value of the Premises calculated on the assumption that the **Works** are not in breach of planning and/or building control regulationsand
  - b) the market value of the Premises calculated following **Enforcement Action** prohibiting the **Works** or compliance with the **Notice** with the **Company's** prior written consentsuch adverse difference in market value to be calculated at the date of compliance with the **Notice** and will be determined by a surveyor appointed by agreement between the **Company** and the **Insured** or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors
7. the cost of altering demolishing or reinstating all or any part of the Premises including any part of any building or other structure on it if required by a **Court Order** or **Enforcement Action** or carried out with the **Company's** prior written consent
8. costs and expenses incurred by the **Insured** with the **Company's** prior written consent in taking or defending any action at law or otherwise
9. all other costs and expenses including out of court settlement costs incurred by the **Insured** with the **Company's** prior written consent

Provided always that

1. the **Company** will not pay for any loss caused by the **Insured** or any persons authorised by the **Insured** or acting on the **Insured's** behalf
  - a) communicating about an **Adverse Right Chancel Repair Liability** or **Restrictive Covenant** with any person who the **Insured** believes may be entitled to enforce it
  - b) making an application to a Court or the Lands Tribunal regarding an **Adverse Right Chancel Repair Liability Restrictive Covenant** or **Easement** without the **Company's** prior written consent
  - c) communicating about the absence of the **Insured's** legal right to use an **Easement** with any person who the **Insured** believes is likely to be entitled to prevent it
  - d) failing to pay a reasonable proportion of the costs of maintaining or repairing an **Easement**
  - e) obstructing an **Easement**
  - f) undertaking works consisting of an alteration to the nature of the surface of an access way over land registered as Common Land or a Town or Village Green
  - g) Inducing either wholly or partly by or through any wilful act or neglect any step action or proceedings by any third party likely to give rise to a claim under *Section 6 - Legal Contingencies Section*
2. the **Company** will not pay for any loss arising from:
  - a) any rights which were being exercised by any other person on over or under the Premises at the **Commencement of Cover**
  - b) any **Chancel Repair Liability** recorded or referred to on the **Insured's** title to the Premises at the **Commencement of Cover**

# Legal Contingencies

Applicable only if stated in the Schedule to be operative

- c) any **Chancel Repair Liability** recorded in the Record of Ascertainments which the **Insured** had **Knowledge** of at the **Commencement of Cover**
  - d) any **Chancel Repair Liability** affecting any Premises with an area exceeding 3 acres
  - e) leasehold covenants terms and provisions
  - f) any third party claim in respect of any **Restrictive Covenant Adverse Right** or **Easement** concerning any building or structure or any alteration addition or extension less than 12 months old at the date of the **Commencement of Cover** or any use of any Premises of a continuous duration of less than the 12 months immediately prior to the **Commencement of Cover** and which has not continued thereafter until the date of any third party claim
  - g) any dispute or adverse claim concerning an **Adverse Right** breach of **Restrictive Covenant Easement Works** or **Chancel Repair Liability** of which the **Insured** had **Knowledge** prior to the **Commencement of Cover**
  - h) any **Enforcement Action** relating to a building which was a listed building at the **Commencement of Cover**
  - i) **Works** in respect of which any application for planning permission or building regulations consent has been refused before the **Commencement of Cover**
  - j) any planning enforcement contravention or breach of condition notice issued prior to the **Commencement of Cover**
  - k) the **Insured** initiating any communication with the local planning or building control authority in respect of the unlawfulness or potential unlawfulness of the **Works** either before or after the **Commencement of Cover**
  - l) mining and the extraction of minerals
  - m) a **Defect in Title** consisting of the **Insured's** Good Leasehold title to any Premises if such lease was less than 15 years old at the **Commencement of Cover** unless such lease is granted out of a head lease which is more than 15 years old at the **Commencement of Cover**
  - n) a **Defect in Title** consisting of any lease financial charge or mortgage which was noted on the **Insured's** Land Registry title to Premises at the **Commencement of Cover**
  - o) any Premises situated other than **Territorial Limits**
3. the **Company** will not be liable if the **Insured** discloses (or authorises anyone acting on their behalf to disclose) the cover provided by this *Legal Contingencies Section* to any third party other than the **Insured's** professional advisors
4. that the liability of the **Company** will not exceed the amount stated in the Schedule in respect of any one loss and in all in any one **Period of Insurance**

# Legal Contingencies

## Special Conditions Applicable to this Section

### 1. Individual Policy Option

If during any **Period of Insurance** the **Insured** discovers the existence of any **Adverse Right Chancel Repair Liability** breach of **Restrictive Covenant** or planning or building regulations including FENSA or **Easement** indemnity in respect of which would be provided under this **Policy** in the event of an adverse claim the **Company** hereby agrees if requested by the **Insured** during such **Period of Insurance** to issue an individual policy providing indemnity in respect of the said matter

Provided always that:

- a) such request is made and the policy is required in connection with a **Transaction** and
- b) the **Insured** has not made a claim under this **Policy** in respect of such matter nor is aware of any circumstances that may lead to such a claim

The individual policy will be issued on the following basis

- i. without payment of additional premium
- ii. for a limit of indemnity equal to the estimated market value of the affected Premises but no greater than the amount stated in the Schedule in respect of any one loss under this *Legal Contingencies Section*
- iii. indemnity to be provided in perpetuity except for **Chancel Repair Liability** cover for which the **Period of Insurance** will be 30 years
- iv. for the benefit of the **Insured** and any other person having a freehold commonhold or leasehold interest in the Premises (including their successors in title) and any mortgagee or chargee of such interest
- v. otherwise in accordance with the **Company's** standard policy form for that class of insurance

### 2. Mitigation of Loss

Before the **Company** makes any payment under this Section (except the payment of any costs and expenses incurred by the **Insured** with the **Company's** prior ~~written~~ consent (such consent will not be unreasonably withheld) or sums which the **Insured** becomes legally liable to pay) the **Insured** agrees at the **Company's** expense to take or permit to be taken on the **Insured's** behalf and to cooperate with and assist the **Company** or any person appointed by the **Company** to take all reasonable steps to mitigate loss

# Claims Conditions - All Sections

## 1. Action by the Insured

In the event of **Damage** or injury or any other occurrence which may give rise to a claim under the **Policy** the **Insured** shall

- a) notify the **Company** as soon as reasonably practicable
- b) notify the police as soon as reasonably practicable but within 7 days if it becomes evident that the **Damage** has been caused by a criminal or malicious act
- c) make every reasonable effort to prevent further **Damage** and to minimise any loss or **Damage** and take appropriate emergency measures immediately as required to reduce any claim and must keep any invoices which are to form part of the claim
- d) give the **Company** an opportunity wherever practicable to inspect the **Damage** before work begins so that the **Company** may approve any estimate for repair work
- e) provide at their own expense full information in writing of the amount of the claim (together with details of any other insurances covering any of the property damaged) as soon as reasonably practicable (7 days in respect of criminal or malicious damage)
- f) provide all such proofs and information relating to the claim as may be reasonably required
- g) provide a statutory declaration of the truth of the claim (and of any matters connected with it) if requested by the **Company**
- h) carry out reinstatement or restoration with reasonable dispatch
- i) forward every letter claim writ summons and process in connection with such circumstances to the **Company** immediately on receipt
- j) give written notice to the **Company** immediately the **Insured** shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this **Policy**
- k) upon receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this **Policy** provide immediate notice (or on the first working day thereafter) thereof to the **Company**  
a **Notice of Adjudication** means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
- l) not give without the prior consent of the **Company** (such consent will not be unreasonably withheld) any admission offer promise payment or indemnity The **Company** shall be entitled to take over and conduct in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

No property may be abandoned to the **Company** whether taken possession of by the **Company** or not

## 2. Contribution from Other Insurance

If at the time of any **Damage** there is any other insurance effected by or on behalf of the **Insured** covering any of the **Property** damaged the liability of the **Company** shall be limited to its rateable proportion of the **Damage**

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with the **Policy** either in whole or in part or from contributing rateably the liability of the **Company** this shall not prejudice the **Insured's** rights to making a full recovery under the **Policy**

# Claims Conditions - All Sections

## 3. Subrogation

Any claimant under the **Policy** shall at the request and at the expense of the **Company** 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 **Company**

The **Company** shall not enforce any rights against

- a) Any company standing in the relation of parent to subsidiary or subsidiary to parent to the **Insured** as defined in the Companies Act or Companies (N.I) Order as appropriate current at the time of the **Damage**
- b) any subsidiary of a parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (N.I). order as appropriate current at the time of the **Damage**
- c) any tenant concessionaire licensee lessee in respect of **Damage** irrespective of whether the insurance premium is recoverable or not unless such **Damage** arises from a breach of the terms of the lease or out of a criminal or malicious act of the tenant concessionaire licensee lessee

and where agreed in the Schedule:

- d) any managing agent engaged by the **Insured** with the **Insured's** permission and agreed by the **Company** in respect of any claims settlement made by the **Company** in accordance with *Section 1 - Property Damage* *Section 2 - Loss of Revenue and Section 3 – Terrorism*
- e) any managing agent engaged by the **Insured** with the **Insured's** permission and agreed by the **Company** in respect of any claims settlement made by the **Company** in accordance with *Section 4 - Property Owners Liability*

For the purpose of this **Policy** the premium will have deemed to be paid if the monies have not been received by the **Insured** because terms of credit remain in force at the time of an **Occurrence**

## 4. Arbitration

If any difference shall arise as to the amount to be paid under the **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

This procedure does not prejudice any right of the **Insured** to have recourse to any other complaints procedure to which the **Company** subscribes or to the Courts



# General Exclusions

Applicable to Sections 1 2 3 and 4 inclusive

1. The **Policy** does not cover **Damage** 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 nationalization confiscation requisition seizure or destruction by the government or any public authority or customs authority
2. The **Company** will not indemnify the **Insured** in respect of **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous or contaminating properties of any **Nuclear Installation Nuclear Reactor** or other nuclear assembly or nuclear component thereof
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - d) the radioactive toxic explosive or other hazardous or contaminating properties of the radioactive matter but this will not exclude radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or similar peaceful purposes
3. The **Company** will not indemnify the Insured in respect of
  - a) Damage sustained by the Insured directly or indirectly caused by or contributed to by or consisting of or arising from the failure at any time of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not to:
    - i. recognise correctly or treat any date as its true calendar date and/or
    - ii. capture save retain process manipulate or interpret correctly any data information command or instruction as a result of
      - its failing to treat any calendar date as its true date or
      - the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data but this shall not exclude subsequent **Damage** not otherwise excluded where such **Damage** is insured by the **Policy**
  - b) any costs expenses or fees arising from the remediation change correction repair or assessment of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software from any date or time recognition problem whether or not
    - i. preventative or remedial and/or
    - ii. the property of the **Insured** and/or
    - iii. before a loss or after a loss including temporary protection and preservation of property
4. Save where agreed with the **Company** (as specifically endorsed under *Section 1 - Property Damage Section 2 - Loss of Revenue* and *Section 3 - Terrorism*) to the contrary the **Policy** does not cover any **Property** more specifically insured by the **Insured** except for any insured contribution
5. The **Company** will not **Indemnify** the **Insured** in respect of:  
**Damage** sustained by the **Insured** 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 programming or operator error **Virus or Similar Mechanism** or **Hacking** but this shall not exclude **Damage** not otherwise excluded which results from a **Defined Peril** (excluding the acts of malicious persons which do not involve physical force or violence)

# Complaints Procedure

## Zurich's commitment to customer service

The **Company** are committed to providing a high level of customer service. If the **Insured** feels the **Company** have not delivered this, the **Company** would welcome the opportunity to put things right for the **Insured**.

## Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide the **Insured** with a prompt response to your satisfaction.

Contact details will be provided on correspondence that the **Company** or their representatives have sent the **Insured**.

## Many complaints can be resolved within a few days of receipt

If the **Company** can resolve the **Insured's** complaint to your satisfaction within the first few days of receipt, the **Company** will do so. Otherwise the **Company** will keep you updated with progress and will provide the **Insured** with the **Company's** decision as quickly as possible.

## Next steps if you are still unhappy

If the **Insured** are not happy with the outcome of your complaint, the **Insured** may be able to ask the Financial Ombudsman Service to review your case.

The **Company** will let the **Insured** know if they believe the ombudsman service can consider your complaint when the **Company** provide the **Insured** with their decision. The service they provide is free and impartial but the **Insured** would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The **Insured** can also contact them as follows:

**Post** : Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
**Telephone** : 08000 234567 (free on mobile phones and landlines)  
**Email** : [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## The Financial Services Compensation Scheme (FSCS)

The **Company** are covered by the Financial Services Compensation Scheme (FSCS) which means that the **Insured** may be entitled to compensation if the **Company** are unable to meet their obligations to the **Insured**. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# How the Company use your information

## Who controls your personal information

This notice tells you how Zurich Insurance Company Ltd ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

# How the Company use your information

## Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

## How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

## How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

## How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

# How the Company use your information

## Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

## What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

## Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Zurich's Legal and Regulatory Status

Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.144, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office; The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

## The legal bit...

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

## Helpful information...

You'll find more about Zurich Insurance Company Ltd's regulatory status on the Financial Conduct Authority (FCA) company register.

Marsh Specialty is a trading name of Marsh Ltd.

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