



Arthur J. Gallagher
BUSINESS WITHOUT BARRIERS™

Property Owners Insurance Policy (Terms & Conditions)



Property Owners Insurance Policy (Terms & Conditions)

ARRANGED FOR

Curtis Banks Ltd

BY

Arthur J. Gallagher

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GUIDANCE NOTES

The following Guidance Notes are provided for information only and do not form part of the Policy contracts

1. The Duty of Fair Presentation

Before this insurance contract is entered into the Insured must make a fair presentation of the risk to the *Insurer(s)* in accordance with Section 3 of the Insurance Act 2015

In summary the Insured must

- a) disclose to the *Insurer(s)* every material circumstance which the Insured knows or ought to know

Failing that the Insured must give the *Insurer(s)* sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances

A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk or the terms of the insurance (including premium) and

- b) make the disclosure in clause a) above in a reasonably clear and accessible way and
- c) ensure that every material representation of fact is substantially correct and that every material representation of expectation or belief is made in good faith

For the purposes of clause a) above the Insured is expected to know the following

- a) If the Insured is an individual what is known to the individual and anybody who is responsible for arranging his or her insurance
- b) If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management or anybody who is responsible for arranging the Insured's insurance
- c) Whether the Insured is an individual or not what should reasonably have been revealed by a reasonable search of information available to the Insured
The information may be held within the Insured's organisation or by any third party (including but not limited to the broker subsidiaries affiliates or any other person who will be covered under the insurance)
If the Insured is insuring subsidiaries affiliates or other parties the *Insurer(s)* expects that the Insured will have included

them in its enquiries and that the Insured will inform the *Insurer(s)* if it has not done so

The reasonable search may be conducted by making enquiries or by any other means

2. Unoccupied Property

If a property becomes unoccupied in whole or in part the following precautions should be implemented

- Mains services of Gas or Electricity should be isolated and disconnected other than to maintain security lighting and heating systems with disconnection of the supply to be made in such a way as to avoid easy reconnection by intruders
- Portable heaters should be permanently removed from the property
- Storm water drainage and valley gutters should be inspected and cleaned as soon as the property becomes unoccupied and annually thereafter
- Unfixed combustible materials both inside the property and within the perimeter fence should be removed
- Tanks containing flammable liquid should be drained unless used to fuel any central heating system which is being maintained during the winter period described above
- The contents of silos and hoppers containing combustible material should be emptied and removed from the site
- The integrity of fences gates and boundary walls should be maintained and site gates and entry and exit doors should be secured by good quality locks
- Letter boxes should be sealed and accessible windows and rooflights regardless of the level at which they are installed should be secured
- Existing intruder alarms and fire protection systems should be operational and maintained in efficient working order during the period of unoccupancy with existing central station connections being maintained and existing maintenance contracts continued
- Internal and external inspections should be undertaken at least weekly to ensure that the building or unoccupied portion is secure and that no damage has

- occurred. Such inspections should be recorded in writing or full time 24 hour security should be in operation

If a property becomes unoccupied in whole or in part the following precautions should be implemented from 1st November to 31st March

- the central heating system should be kept in full working condition with controls set and maintained at an adequate level to prevent freezing and water pipes storage tanks and cisterns in unheated or exposed parts of the building should be adequately lagged or trace heated to reduce the risk of freezing or
- the water supply should be turned off at the mains and all water systems, except sprinklers, drained with disconnection of the supply to be made in such a way as to avoid easy reconnection by intruders
- wherever possible existing sprinkler protection should be maintained with weekly tests continued and the building should be heated to an adequate level to prevent freezing

NB – All sprinkler shutdowns with a duration of longer than 1 day should be notified to Arthur J. Gallagher Real Estate

Insurer(s) must be notified of unoccupancy as this is a material fact and they may wish to survey and/or require increased security

3. Use of Heat

The following precautions should be complied with on each occasion of the use or application of heat (as defined below) taking place at the *Premises*

- a) 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
 - i) 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) should be cleared of all loose combustible material; other combustible material should be covered by sand or over-lapping sheets or screens of non-combustible material
 - ii) At least two adequate and appropriate portable fire extinguishers in proper working order should be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
 - iii) A fire safety check of the working area should be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
 - iv) Blow lamps and blow torches should be filled in the open and should not be lit until immediately before use and should be extinguished immediately after use
 - v) A person should be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames

Sub-paragraph v) does not apply to the application of heat by means of blow lamps blow torches hot air guns or hot air strippers

- b) Use of asphalt bitumen tar pitched or lead heaters
 - i) The heating should be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel should be placed on a non-combustible heat insulating base

4. Claims Procedure

To make a claim the matter must be reported in accordance with the instructions below

Property Damage

Damage to the buildings must be reported as soon as reasonably practicable to Crawford & Company on;

- +44 (0) 127 322 4181 or
- pou@crawco.co.uk

Any claim involving Malicious Damage Theft Riot or Civil Commotion must also be reported to the Police within 7 days

The Insured must allow the nominated Loss Adjuster to attend the site to investigate the damage and discuss the scope of the repair works necessary

Liability

In the event of any claim arising where a third party holds you responsible for damage to their property or for bodily injury to them, and such damage or bodily injury has or is alleged to have occurred as a result of the operation of the buildings, it must immediately be reported as soon as reasonably practicable to Crawford & Company on;

- +44 (0) 127 322 4181 or
- pou@crawco.co.uk

Legal Liabilities

Insurer(s) must be given written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Notifications should be sent as soon as reasonably practicable to Crawford & Company on;

- +44 (0) 127 322 4181 or
- pou@crawco.co.uk

General Instructions

The Insured should not

- take any action which will prejudice the position of the *Insurer(s)*
- make any admission of liability, nor make any promise of payment

- answer any documents or correspondence of any type received from the third party or their representative
- in respect of any plant or machinery involving a bodily injury claim
 - make any adjustment to or improvement to any parts concerned and they should be preserved
 - permit any inspection of any part of the plant or machinery without the consent of the *Insurer(s)*
 - the Insured should take care to preserve any evidence which might be relevant in ascertaining liability

The Insured should

- Immediately forward to Crawford & Company any Writ Summons and any other legal or court documents served on you and any correspondence received from the third party or their representative

Emergencies

In the event of a major incident requiring immediate attention outside usual office hours, which are Monday to Friday, 9.00 a.m. to 5.00 p.m., please call the 24 hour Claims Helpline on +44 (0) 127 322 4181 or 0800 606 1234

5. Loss Adjuster

Nominated Loss Adjuster:
Crawford & Company

Contact Address:
70 Mark Ln, London EC3R

E-mail Address:
pou@crawco.co.uk

Emergency Helpline:
+44 (0) 127 322 4181 or 0800 606 1234

APPROVAL

The Policy contained in this document has been prepared and issued by Arthur J. Gallagher on behalf of the *Insurer(s)*

An insurance Policy is a legal document evidencing the contract between the Insured and the *Insurer(s)*

Please read this document carefully to ensure that the sums insured are appropriate and that the cover arranged is completely accurate and in accordance with your instructions

As part of our own quality procedures we seek your confirmation that the insurance cover arranged by us meets with your requirements

If it does not please let us know why within 30 days of the date of issue of this document. If we do not hear from you within 30 days it will be our understanding that the cover arranged by us is in accordance with your instructions and meets with your approval

Real Estate Policy

OPERATIVE CLAUSE

In consideration of payment of the premium the *Insurer(s)* in respect of the proportion set against their name will provide the insurance described in this Policy to the extent specified within the terms definitions cover clauses exclusions and conditions occurring during the Period of Insurance

The schedule endorsements and certificates of insurance form one document with this Policy

Signed for and on behalf of the Insurer(s)

Date: 23 June 2017

Signature:



QBE Insurance (Europe) Limited
Registered in England No. 1761561
Registered Office Plantation Place, 30
Fenchurch Street, London, EC3M 3BD

QBE Insurance (Europe) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

In order to maintain quality service telephone calls may be monitored or recorded

SCHEDULE OF INSURER(S)

Insurer(s)
QBE Insurance (Europe) Limited

Reference
B1262FE0007817

Proportion
100%

DATA PROTECTION

QBE Insurance (Europe) Limited holds data in accordance with the Data Protection Act 1998

It may be necessary for them to pass data to other organisations that supply products and services associated with this contract of Insurance

In order to verify information, or to prevent and detect fraud they may share information you give them with other organisations and public bodies including the Police accessing and updating various databases

If you give *Insurer(s)* false or inaccurate information and they suspect fraud they will record this and the information will be available to other organisations that have access to the database(s)

Insurer(s) can supply details of the database(s) they access or contribute to, on request

SCHEDULE

Policy Number

Y112204QBE0117A

Insured

As declared to *Insurer(s)*

Composite Insured

As declared to *Insurer(s)*

Managing Agent

Firms Practices and individuals retained by the Insured for the purpose of managing the *Premises* insured

Period of Insurance

from 24th June 2017 to 23rd June 2018

both days inclusive and any subsequent period for which the *Insurer(s)* accepts payment of a Premium

Insured Premises

Anything owned leased hired or the responsibility of the Insured being *Buildings* land and sites owned or occupied by or for which the Insured and/or Managing Agents are responsible to or choose to insure and anywhere within the *Territorial Limits*

Operative Sections

Section 1 Property Damage	Included
Section 2 Rent	Included
Section 3 Terrorism	Included
Section 4 Property Owners and Products Liability	Included
Section 5 Employers Liability	Not Included
Section 6 Machinery Damage	Not Included
Section 7 Legal Indemnities	Not Included

Sums Insured

Section 1 Property Damage

As declared to the *Insurer(s)*

Section 2 Rent

As declared to the *Insurer(s)*

Maximum Indemnity Period

Section 2 Rent

As declared to the *Insurer(s)*

Limit of Indemnity

Section 4 - Property Owners and Products Liability

Property Owners and Products Liability:
£20,000,000

Section 5 Employers Liability

£10,000,000 any one *Event*

Section 6 Machinery Damage

£500,000 any one *Event*

Section 7 Legal Indemnities

£250,000 any one Property or *Market Value* whichever is the lower

Excess

Section 1 Property Damage

As specified on the certificate of insurance applied separately to each *Event* at each *Premises*

Section 2 Rent

Nil

Section 3 Terrorism

Nil

Section 4 Property Owners and Products Liability

£100 each and every *Event* for *Damage* to third party *Property* only

Section 5 Employers Liability

Nil

Section 6 Machinery Damage

£100 each and every *Event*

Section 7 Legal Indemnities

Nil

Premium

As agreed with *Insurer(s)*

Insurance Premium Tax

At relevant prevailing rate

CLAUSES

All limits are:
Any One *Event* or
Any One *Event* / Any One Period of Insurance
unless otherwise stated

General Policy Clauses

	Limit
Claims Preparation Limit	£100,000
Failure of Other Insurances	£10,000,000 Any one <i>Premises</i>
Inadvertent Omission to Insure	£10,000,000 Any one <i>Premises</i>
Newly Acquired Property	£10,000,000

Section 1 Property Cover

	Limit
Tenant's Debris Removal	£100,000

Section 1 Property Damage Clause

	Limit
Alternative Residential Accommodation	33 ¹ / ₃ % of the Sum Insured
Bees/Wasps Nests Removal	£10,000
Continuing Hiring Charges	£100,000/ £100,000
Contract Works Estimated Contract Price Any one <i>Event</i>	£500,000 £500,000
Diminution in Value	50% of the Premises Declared Value
Eviction of Unauthorised Persons Expenses	£100,000
Environmental Clause	£1,000,000
Exhibition Equipment	£50,000/ £50,000
Flood Resilience Expenses	£25,000/ £25,000
Fly Tipping	£25,000/ £100,000
Frustrated Legal Costs Any one Period of Insurance	£25,000
Investigation Expenses	£25,000
Involuntary Bailee	£50,000

Land Not Otherwise Insured	£100,000
Locks and Keys	£25,000
Loss of Investment Value	£1,000,000
Loss of Metered Utility Supply	£250,000
Loss Minimisation and Prevention Expenditure	£50,000
Reinstatement of Data	£100,000
Removal of Lessees' Property	£100,000
Removal of Vermin	£10,000
Statutory Enquiries	£100,000
Temporary Removal Plans documents drawings All Other <i>Property</i>	£50,000 £1,000,000
Trace and Access	£100,000
Tree Felling and Lopping	£5,000/ £25,000
Unauthorised Use of Public Utilities	£250,000

Section 2 Rent Clause

	Limit
Additional Increased Costs of Working	£1,000,000
Advanced Rent (Extension or Alteration)	£100,000
Loss of Attraction	£1,000,000
Loss of Attraction Anchor Tenants	£1,000,000
Managing Agents Premises	£5,000,000
Public Utilities	£1,000,000

Section 1 Property Damage & Section 2 Rent Clause

	Limit
Archaeological Discoveries	£250,000
Automatic Cover from Exchange	£10,000,000

Capital Additions		Temporary Removal	£25,000
Newly Erected	£10,000,000		
Alterations Additions			
Improvements Extensions	£5,000,000		
	Any one <i>Premises</i>		
Privity of Contract	£10,000,000		
Rising Water Table	£25,000		
Vacant Rate Clause	£25,000/ £100,000		

Section 4 Property Owners and Products

Liability

Clause

Limit

Compensation for Court Appearance		
directors or partners	£500	
other <i>Employee(s)</i>	£250	
Data Protection Act	£1,000,000	
	Any One Period of Insurance	
Environmental Statutory		
Clean-Up Costs	£1,000,000	
	Any One Period of Insurance	
Financial Loss	£500,000	
	Any One Period of Insurance	
Legionellosis Liability	£10,000,000	
	Any one <i>Event</i> or Any One Period of Insurance	
Libel and Slander	£250,000	
Terrorism	£5,000,000	

Section 5 Employers Liability

Clause

Limit

Compensation for Court Appearance	
directors or partners	£500
other <i>Employee(s)</i>	£250
Terrorism	£5,000,000

Section 6 Machinery Damage

Clause

Limit

Cover	£500,000
Debris Removal	£25,000
Loss Avoidance Measures	£25,000
Hire of Replacement Plant or Machinery	£25,000

GENERAL POLICY DEFINITIONS

Wherever the following words appear in the Policy in *italics* they will have the same meaning as defined below

Buildings

Buildings including but not limited to permanent temporary fixed and/or mobile buildings structures and/or foundations of any kind and/or

- tunnels earthworks or other natural or artificial features
- any machinery plant equipment
- aerials satellite dishes and communication equipment
- contents of common parts including gardening equipment and furniture works of art antiques and curios
- services
- fixtures fittings furniture decorations
- glass fixed glass
- signs
- devices
- landscaping plants
- goods
- fixed sanitary ware
- roads pavements paths drives and car parks

and/or any other associated ancillary peripheral and/or similar *Property* owned by and/or rented leased hired borrowed and/or loaned to and/or otherwise utilised and/or used by the Insured in connection with the *Business* and/or for which the Insured is otherwise responsible tenants improvements for which the Insured is and/or chooses to be responsible in at and/or on the *Premises* and in respect of gas water electric and telephone services extending to the public mains as specified in the Policy Schedule

Business

- Property owners investors developers and/or traders
- Managers of the *Premises*
- Supply of products and services in connection with the *Business*
- Occupation and/or use of the *Premises* for purposes associated with the *Business*
- Maintenance repair and/or cleaning of the *Premises*
- Provision and/or management of catering social sports and/or welfare operations
- Provision and/or management of fire security first aid and ambulance and medical services

- Private work undertaken with the prior consent of the Insured by *Employee(s)* for any director or senior official of the Insured
- Sponsorship and/or participation in and/or involvement in and/or on the organisation of events galas carnivals fetes corporate hospitality and/or exhibitions happening at the *Premises* or elsewhere in the United Kingdom including in the promotion of the *Buildings*
- Any other related activity as agreed by *Insurer(s)*

Composite Insured

Where any party is noted as being *Composite Insured* then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each *Composite Insured* provided that the total liability of the *Insurer(s)* shall not exceed the sums insured and limits of indemnity including any inner limits in the Policy

Any payment or payments by the *Insurer(s)* to any one or more of the *Composite Insured* parties shall reduce their outstanding liability to the other *Composite Insured* parties to the extent of that payment

Computer and Electronic Equipment

All computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing data and/or similar devices whether physically or remotely connected thereto

Cyber Vandal

The person or persons whether identified or not responsible for or involved with creating a *Virus* or *Similar Mechanism* or a *Denial of Service Attack* unauthorised access to or use of *Computer and Electronic Equipment*

Damage

Accidental loss or destruction of or damage to the *Property* Insured

Data

All information which is

- electronically stored or
- electronically represented or
- contained on any current and back-up disks tapes or other materials or devices used for the storage of data

including but not limited to operating systems records programs software or firmware code or series of instructions

Data Storage Materials

Any materials or devices used for the storage or representation of *Data* including but not limited to disks tapes CD-ROMs DVDs memory sticks memory cards or other materials or devices which may or may not also constitute *Computer and Electronic Equipment*

Denial of Service Attack

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

The definition of *Denial of Service Attack* includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Employee(s)

Any person who is

- under a contract of service or apprenticeship with the Insured
- engaged in connection with a work experience or training scheme
- hired to or borrowed by the Insured
- a voluntary helper
- self employed and working on a labour only basis under the control and supervision of the Insured
- a self employed person performing work under a similar degree of control and direction by the *Insured* as a person under a contract of service or apprenticeship with the *Insured*
- acting in the capacity of non executive director of the *Insured*
- an employee or director of any overseas subsidiary (or parent company) of the *Insured* whilst working for on behalf of the

Insured or from Great Britain Northern Ireland the Channel Islands or the Isle of Man

- any person who is a prospective employee who is being assessed by the *Insured* as to their suitability for employment
- any person who is deemed to be an employee by a court of law in the United Kingdom

while working for the Insured in connection with the *Business*

Event(s)

Any one occurrence or all occurrences of a series at any one *Premises* consequent upon or attributable to one source or original cause

Excess/Excesses

The amount or amounts shown in this policy or Schedule which the Insured must pay for each and every claim and the Insured will reimburse any such amount paid by the *Insurer(s)*

Failure

Any partial or complete reduction in the

- performance or
- availability or
- functionality or
- the ability to recognize or process any date or time

of any

- *Computer and Electronic Equipment*
- electronic means of communication
- web site

Injury

Bodily injury including illness mental illness death disease

Insurer(s)

QBE Insurance (Europe) Limited

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or damage to *Data* of whatsoever nature in whole or in part including but not limited to *Loss of Data* resulting from loss or damage to *Computers and Electronic Equipment* or *Data Storage Materials* including while stored on *Data Storage Materials*

Malicious Contingency

Riot civil commotion strikers locked out workers or persons taking part in labour disturbances
Malicious persons other than thieves and *Cyber Vandals*

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Pollution or Contamination

- a) pollution or contamination of *Buildings* or other structures or of water or land or the atmosphere
- b) all loss *Damage to Property and Injury* directly or indirectly caused by such pollution or contamination

Premises

Land and *Buildings* for the purposes of the *Business* detailed in the Schedule

Products

Any goods or other property (including their containers packaging labelling and instructions for use) sold supplied delivered installed erected repaired altered treated or tested by the Insured in connection with the *Business* and after such products have ceased to be in the charge or control of the Insured

Property

Property which is both material and tangible

Rent

Any amount including service charges paid and/or payable to and/or by the *Insured* in connection with the *Business*

Specified Disease

any of the following diseases contracted by any person:

- a)
 - Acute Encephalitis
 - Acute Poliomyelitis
 - Anthrax
 - Ophthalmia
 - Neonatorum
 - Paratyphoid fever

Chicken pox	Puerperal fever
Cholera	Plague
Diphtheria	Rabies
Dysentery	Relapsing fevers
Erysipeloid	Rubella
Legionellosis	Scarlet fever
Legionnaires Disease	Smallpox
Leprosy	Tetanus
Leptospirosis	Toxoplasmosis
Lyme Disease	Tuberculosis
Malaria	Typhoid fever
Measles	Typhus fever
Meningitis	Viral hepatitis
Meningococcal septicaemia	Whooping cough
Mumps	Yellow fever

- b) Viral Haemorrhagic fever caused by the following viruses:

Lassa virus	Marburg virus
Junin virus	Dengue virus
Machupo virus	Hanta virus
Sabia virus	Rift Valley fever virus
Guanarito virus	Yellow fever virus
Ebola virus	Crimean-Congo haemorrhagic fever virus

Specified Event

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

Territorial Limits

Great Britain Northern Ireland the Isle of Man and the Channel Islands other than *Offshore*

Virus or Similar Mechanism

Program code programming instruction or any set of instructions with the ability to damage interfere with or otherwise adversely affect *Computer and Electronic Equipment* or programs data files or operations whether involving self-replication or not including but not limited to trojan horses worms and logic bombs

GENERAL POLICY CONDITIONS

Alteration

This Policy shall be avoided if after inception

- a) has been any alteration to the *Property* insured and/or the *Premises* and/or the *Business* after the effective date of this insurance which increases the risk of *Damage liability* or *Injury*
 - b) the interest of the Insured ceases except by death
- or
- c) the *Business* be wound up or carried on by a liquidator or receiver or permanently discontinued

unless otherwise agreed by the *Insurer(s)*

Cancellation

- 1) The Insured may cancel this Policy at any time after the date the *Insurer(s)* have received the premium by providing 30 days notice in writing to the *Insurer(s)*
- 2) The *Insurer(s)* may cancel this Policy by providing notice in writing to the Insured at the *Insureds* last known address if there is a default under any instalment agreement. In such case this Policy will end with effect from the beginning of the period in respect of which the instalment has not been paid
- 3) Where required by any finance agreement or any other contractual obligation *Insurer(s)* may cancel this Policy at any time by sending not less than 30 days notice in writing to the *Insureds* last known address

The *Insurer(s)* will refund a proportionate part of the premium for the unexpired period but shall be entitled to deduct any claims paid or payable from any refund of premium due

Insurer(s) agree that prior to this Policy being cancelled any *Composite Insured* or other party as agreed with *Insurer(s)* will be provided with 30 days notice of such cancellation where *Insurer(s)* have been provided with full details of where such notification is to be sent

Financial or Trade Sanctions

The *Insurer(s)* shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period the Insured or the *Insurer(s)* may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other

After such cancellation the *Insurer(s)* shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Policy period provided that

- a) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to *Insurer(s)* by the Insured and
- b) no claims have been paid by *Insurer(s)* or have accrued and are outstanding awaiting payment in respect of such claims

prior to the date on which such prohibition or restriction took effect

Fraud

If a claim made by the Insured or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim *Insurer(s)* may

- a) refuse to pay the claim
- b) recover from the Insured any sums paid by *Insurer(s)* to the Insured in respect of the claim
- c) by notice to the Insured cancel the policy with effect from the date of the fraudulent act without any return of premium

If *Insurer(s)* cancel the policy under c) above, then *Insurer(s)* may refuse to provide cover after the time of the fraudulent act.

This will not affect any liability *Insurer(s)* may have in respect of the provision of cover before the time of the fraudulent act

In no event however shall any interest of any Insured in this Policy be affected except to the extent that an Insured was an active participant in the making of a claim for indemnity that they personally knew to be false or fraudulent, in

which event this Policy shall be void and of no effect whatsoever solely in respect of the interests of that Insured

Law Applicable

The Policy will be governed by the law of England and Wales unless the Insured and *Insurer(s)* have agreed otherwise

Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration which increases the risk of *Damage* without the authority or knowledge of or beyond the control of the Insured provided that the Insured shall notify the *Insurer(s)* as soon as reasonably practicable after the Insured becomes aware of the increased risk of *Damage* and any additional premium required is paid to the *Insurer(s)*

Non-Disclosure Misrepresentation or Misdescription

The Insured is required to make a fair presentation of the risk to *Insurer(s)*

a) Before the policy was entered into

If the Insured breaches its duty to make a fair presentation of the risk to *Insurer(s)* before this Policy was entered into where the breach was deliberate or reckless may avoid this policy and refuse all claims and keep all premiums paid

Where the breach was neither deliberate nor reckless and but for the breach

- 1) *Insurer(s)* would not have agreed to provide cover under this Policy on any terms *Insurer(s)* may avoid this policy and refuse all claims but will return any premiums paid
 - 2) *Insurer(s)* would have agreed to provide cover under this policy but on different terms (other than premium terms) *Insurer(s)* may require that this Policy includes such different terms with effect from its commencement
- and/or
- 3) *Insurer(s)* would have agreed to provide cover under this Policy but would have charged a higher premium *Insurer(s)* liability for any loss amount payable shall be limited to the proportion that the premium *Insurer(s)* charged bears to the

higher premium *Insurer(s)* would have charged as outlined in Schedule 1 to the Insurance Act 2015

b) Before a variation was agreed

If the Insured breaches its duty to provide a fair presentation before any variation to this Policy is agreed and any such breach was deliberate or reckless *Insurer(s)* may cancel the Policy with effect from the date of the variation and keep all premiums paid

If the breach was not deliberate or reckless

- 1) If the *Insurer(s)* would not have agreed to the variation on any terms *Insurer(s)* may treat the Policy as though the variation was never made but will return any additional premiums paid
- 2) If the *Insurer(s)* would have agreed to the variation but on different terms (other than premium terms) *Insurer(s)* may require that the variation includes such different terms with effect from the date it was made

and/or

- 3) *Insurer(s)* would have agreed to the variation but would have increased the premium or would have increased it by more than did or would not have reduced it or would have reduced it by less than *Insurer(s)* did, *Insurer(s)* liability for any loss amount payable shall be limited on a proportionate basis as outlined in Schedule 1 to the Insurance Act 2015

Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to *Damage* or liability
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

GENERAL POLICY CLAUSES

Claims Preparation Expenses

This insurance extends to include reasonable expenses incurred by the Insured and / or Managing Agent for an external assessment preparation or negotiation of a claim resulting from loss which would be payable under this policy limited to the amount stated in the Schedule any one *Event* in excess of £50,000

Failure of Other Insurances

This insurance extends to include *Premises* within the *Territorial Limits* in which the Insured has an interest and which by the terms of an agreement with the Insured a third party has an obligation to insure

Provided that

- a) the amount payable shall only be the excess between the amount payable under the third party's insurance and/or otherwise recoverable from the third party and the amount that would have been payable under this Policy had the *Premises* been insured hereon
- b) the Insured has procedures in place to check that such third parties have effected adequate insurance
- c) on discovery of a failure to adequately insure the Insured shall as soon as reasonably practicable effect adequate insurance

The *Insurer(s)* liability under this provision is limited to the amount stated in the Schedule any one *Premises*

Inadvertent Omission to Insure

This insurance extends to include any *Premises* within the *Territorial Limits* for which the Insured has the obligation to insure but which has been inadvertently left uninsured provided that when such an omission is discovered the Insured shall immediately advise the *Insurer(s)* and will pay such additional premium as may reasonably be required from the time the Insured became responsible

The *Insurer(s)* liability for *Buildings* and Loss of *Rent* under this provision is limited to the amount stated in the Schedule any one *Premises*

Newly Acquired Property

This insurance extends to include insofar as they are not otherwise insured any newly acquired *Buildings* and loss of *Rent* limited to the amounts stated in the Schedule in respect of any one *Premises* within the *Territorial Limits* from the date the Insured becomes responsible for the insurance.

Provided that

- a) the Insured shall give particulars of such additions as soon as practicable from the date that the Insured acquired its interest in the *Premises*
- b) the Insured will pay the appropriate additional premium from the date from which the Insured is responsible for the insurance

limited to the amount stated in the Schedule any one *Event*

GENERAL CLAIMS CONDITIONS

Arbitration

If any difference arises as to the amount to be paid under this Policy Section 1 Property Damage and/or Section 2 Rent and/or Section 6 Machinery Damage of this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the *Insurer(s)*

Contribution and Average or Underinsurance

- a) 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* insured lost destroyed or damaged the liability of the *Insurer(s)* shall be limited to its rateable proportion
- b) If the other insurance is subject to a Condition of Average or Underinsurance and this Policy is not this Policy will become subject to the same Condition of Average or Underinsurance
- c) If the *Property* insured covered by the other insurance is subject to provision excluding proportional payment in whole or in part the payment the *Insurer(s)* make will be limited to the proportion of *Damage* that the Sum Insured bears to the value of the *Property*

Provided that a) to c) above shall not apply to the Property Owners and Products Liability Section and to the Employers Liability Section of this Policy

If the insurance provided by the Property Owners and Products Liability Section and the Employers Liability Section is also covered by another policy (or would be but for the existence of these Sections) the *Insurer(s)* will only indemnify the Insured in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected

Insured's Duties

In the event of any claim Insured shall

- a) Give Notice

- i) notify the *Insurer(s)* as soon as is reasonably practicable but in any event within 30 days
 - ii) notify the Police immediately in the event of any *Damage* caused by malicious persons and/or theft or attempted theft which may give rise to a claim
 - iii) notify the Police within 7 days in the event of any *Damage* caused by riot, civil commotion, strikers and locked-out workers
 - iv) notify the *Insurer(s)* in writing as soon as is reasonably practicable when they have knowledge of any impending prosecution inquest or inquiry in connection with any *Event* for which there may be liability
- b) Not Admit Liability
not negotiate pay settle admit and/or repudiate liability without the written consent of the *Insurer(s)*
 - c) Minimise Loss
carry out with due diligence and permit to be taken reasonable action to minimise any interruption of or interference with the *Business* or to avoid or reduce the loss
 - d) Forward Writs
forward to the *Insurer(s)* unacknowledged any writ summons process or other documentation immediately
 - e) Provide Information
deliver to the *Insurer(s)* at the Insured's expense as soon as is reasonably practicable
 - i) information evidence and particulars of the claim
 - ii) any proofs books of account and other business books vouchers invoices balance sheets and other documents explanation and evidences as may be reasonably required by the *Insurer(s)* for the purpose of investigating or verifying the claim
 - iii) details of any other insurances covering the *Property* accident or *Injury*

- iv) provide where demanded a statutory declaration of the truth and any matters connected with the claim

No claim shall be payable under this Policy unless the terms of this condition have been complied with

No claim shall be payable under this Policy unless the terms of this condition have been complied with

Insurer(s) Rights

a) Possession of *Property*

The *Insurer(s)* may enter any *Premises* where *Damage* has occurred and take possession of or require to be delivered to the *Insurer(s)* any *Property* insured and deal with it in any reasonable manner without thereby incurring liability or diminishing any of the *Insurer(s)* rights under this Policy

The Insured is not entitled to abandon any insured *Property* to the *Insurer(s)* whether or not the *Insurer(s)* has taken possession of such *Property*

b) Control of Claims

The *Insurer(s)* shall be entitled to

- i) take over and conduct the defence or settlement of any claim and to instruct solicitors of the *Insurer(s)* choice to act for the Insured in any civil or criminal proceedings arising from any *Event* giving rise to a claim
- ii) take the benefit of the Insured's rights against another person before or after the *Insurer(s)* has paid a claim
- iii) pay the Insured at any time, an amount equal to the Limit of Indemnity or any lower amount for which the claim can be settled, after deduction of any sum already paid. *Insurer(s)* may then give up control of and have no further liability in connection with the claim

c) Subrogation

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

d) Non Compliance

SECTION 1 PROPERTY DAMAGE COVER

(Only applicable if shown as operative in the Schedule)

Basis of Settlement

In the event of *Damage* not otherwise excluded during the Period of Insurance at the Insured's option one of the following basis of settlement shall apply

a) Reinstatement (Day One Basis)

In the event of *Damage* at the Insured's option the basis upon which the amount payable in respect of the *Buildings* is to be calculated will be the reinstatement of the *Buildings*

Reinstatement shall mean

- a) rebuilding or replacement which provided the liability of *Insurer(s)* is not increased may be carried out in any manner suitable to the requirements of the Insured or upon another site
- b) repair or restoration

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Declared Value shall mean the Insured's assessment of the cost of reinstatement of the *Buildings* at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for fees debris removal costs Public Authority European Union Legislation Act of Parliament and similar requirement compliance

Special Conditions

- a) If at the time of *Damage* the Declared Value is less than the total cost of reinstatement at the inception of any Period of Insurance then *Insurer(s)* liability for any *Damage* will not exceed that proportion thereof which the Declared Value bears to such total cost of reinstatement
- b) The liability of the *Insurer(s)* for the repair or restoration of *Buildings* suffering partial *Damage* will not exceed the amount which would have been payable had such *Property* been wholly destroyed

- c) No payment beyond the amount which would have been payable in the absence of this Memorandum will be made
 - i) unless reinstatement commences and proceeds without unreasonable delay
 - ii) until the cost of reinstatement has actually been incurred
 - iii) if the *Buildings* at the time of its *Damage* is insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement

All the terms and conditions of this policy shall apply in respect of any claim payable under the provisions of this Memorandum except insofar as they are varied hereby

Where by reason of

- a) any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated therein

or

- b) the Insured elect not to rebuild the *Buildings* in a condition equal to but not better or more extensive than its condition when new then the provisions of this Memorandum are cancelled and the rights and liabilities of the *Insurer(s)* and the Insured in respect of the *Damage* shall be subject to the terms and conditions of the Policy including the following Condition of Average

The insurance by each item of the *Buildings* is declared to be subject to Average i.e. if the *Property* covered shall at the breaking out of any *Damage* insured hereby be collectively of greater value than 115% of the Declared Value stated in the Schedule then the Insured shall be considered as being its own insurer for the difference and shall bear a rateable share of the loss accordingly

b) Indemnity Value

the cost of rebuilding being the cost incurred in rebuilding the *Buildings* or of restoring the damaged parts of other items specified to a condition substantially the same as but not better or more extensive than the condition when new less an appropriate deduction for wear and tear (if agreed with *Insurer(s)*)

c) Additional Costs of Debris Removal

In respect of *Premises* insured for Additional Costs of Debris Removal only Insurers liability shall be limited to the difference between such costs and those which would have been incurred had the *Damage* not occurred

or

d) Loss of Market Value

if the Insured elects not to rebuild or restore the *Buildings* the reduction in market value of the *Buildings* immediately following the *Damage* solely as a result of the *Damage* but not exceeding the amount which would have been payable had the *Buildings* been rebuilt or repaired

The *Buildings* may be rebuilt or restored in any manner suitable for the Insureds requirements subject to the liability of *Insurer(s)* not being increased

Underinsurance

Underinsurance shall not apply if in the event of *Damage* the Insured provides evidence of a valuation having been carried out by and/or under the supervision of an accredited member of the Royal Institute of Chartered Surveyors' professional valuer at least once every four years and the Declared Value having been adjusted accordingly with an uplift applying in the intervening years to reflect prevailing inflation

If such a valuation cannot be evidenced the total of the Declared Value for all *Buildings* insured is less than the total cost of reinstatement for all *Buildings* insured at the inception of each Period of Insurance then *Insurer(s)* liability for any loss shall be limited to that proportion of the amount otherwise payable which the total Declared Value on *Buildings* bears to the total cost of reinstatement

Debris Removal

The cover for *Buildings* includes an amount in respect of costs necessarily and reasonably incurred with the consent of the *Insurer(s)* in

- a) removing debris dismantling demolishing
- b) shoring up and/or propping up weatherproofing securing fencing off or making safe
- c) clearing cleaning and repairing drains gutters sewers and other utility services under and over ground
- d) cleaning up pollution or contamination excluding pollution or contamination which existed prior to the *Damage*

from the *Premises* and the area immediately adjacent to it following *Damage*

excluding

- a) any costs or expenses incurred in removing debris except from the site of the *Property* suffering *Damage* and the immediately adjacent area
- b) any costs or expenses arising from pollution or contamination of *Property* not insured by this Policy
- c) any costs more specifically insured

provided that in respect of pollution or contamination the *Insurer(s)* liability arising from the removal of debris from roads pavements paths drives and car parks shall not exceed

- i) in respect of any one occurrence 10% of the Sum Insured by the relative item on *Buildings* or £250,000 whichever is the less
- ii) in the aggregate in any one Period of Insurance £1,000,000

Debris Recycling

The cover for *Buildings* includes additional expenses incurred with the consent of *Insurer(s)* to sort segregate and transport recyclable debris to recycling facilities following *Damage*

European Union and Public Authorities (including Undamaged Property)

The cover for *Buildings* extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Union Legislation, or

- b) Building or other Regulations under or framed in pursuance of any Act of Parliament, or
- c) Bye-Laws of any Public Authority

(hereinafter referred to as "the Stipulations") in respect of

- i) the lost destroyed or damaged *Property* hereby insured
- ii) undamaged portions thereof
- iii) any water supply equipment at the *Premises* supplying the sprinkler installation in undamaged portions of the *Premises*

excluding

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of *Damage* occurring prior to the granting of this extension
 - ii) in respect of *Damage* not insured by this Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the *Damage*
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of *Property* entirely undamaged by any peril hereby insured against
- b) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the *Property* or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

- 1) If the liability of the *Insurer(s)* under (any item of) this Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the *Insurer(s)* under the extension (in respect of any such item) shall be reduced in like proportion

The total amount recoverable under any item of this Policy in respect of this extension shall not exceed

- a) in respect of the lost destroyed or damaged *Property* its Sum Insured
- b) in respect of undamaged portions of *Property* (other than foundations) 20% of the total amount for which the *Insurer(s)* would have been liable had the *Property* insured by the item at the premises where the *Damage* has occurred been wholly destroyed

- 2) The total amount recoverable under any item of this Policy shall not exceed its Sum Insured

Fees

The cover for *Buildings* extends to include an amount in respect of architects' surveyors' legal and consulting engineers' fees whether *Employee(s)* of the Insured or not and other professional fees and fees payable to any Company which is a Parent of the Insured or which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary necessarily and reasonably incurred in reinstatement following *Damage* including management and supervision of reinstatement where the fees are in respect of additional work which would not have been necessary had the *Damage* not occurred but not for the preparation of any claim

Tenants Debris Removal

The cover for *Buildings* extends to include costs unless otherwise insured necessarily and reasonably incurred with the consent of the *Insurer(s)* in removing from the *Premises* the debris of the contents not being the property of the Insured following *Damage*

Limited to the amount stated in the Schedule and one *Event*

Value Added Tax

The cover for *Buildings* extends to include Value Added Tax paid by the Insured (including self supply Value Added Tax where appropriate) which is not subsequently recoverable

Provided that

- a) the Insured's liability for such tax is raised solely as a result of the reinstatement and/or repair of the *Premises* to which such item relates following *Damage*

- b) the *Insurer(s)* have paid and/or have agreed to pay for such *Damage*
- c) if any payment made by the *Insurer(s)* in respect of the reinstatement and/or repair of such *Damage* shall be less than the actual cost of the reinstatement and/or repair any payment under this clause resulting from the *Damage* shall be reduced in like proportion
- d) the Insured's liability for such tax does not arise from the replacement *Premises* having greater floor area than and/or being better and/or more extensive than the destroyed and/or damaged *Premises*
- e) where an option to reinstate on another site is exercised the *Insurer(s)* liability shall not exceed the amount of tax that would have been payable had the *Premises* been rebuilt on its original site
- f) the *Insurer(s)* liability shall not include amounts payable by the Insured as penalties and/or interest for non-payment and/or late payment of tax
- g) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies
 - i) for the purposes of the costs shall be exclusive of Value Added Tax
 - ii) the *Insurer(s)* liability may exceed the total Sum Insured where such excess is solely in respect of Value Added Tax
- h) the Insured takes all reasonable precautions to include non recoverable Value Added Tax within the Declared Values

SECTION 1 PROPERTY DAMAGE CLAUSES

Alternative Residential Accommodation

This insurance extends to include the necessary and reasonable costs of comparable alternative accommodation including temporary furniture storage transit and/or accommodation for domestic pets incurred by any owner tenant and/or lessee of any private dwellings and/or blocks of flats and/or other *Premises* used for residential occupancy in the event of the *Premises* being uninhabitable and/or access being prevented due to any *Damage* insured by this Policy and until the *Premises* is habitable and/or accessible

The *Insurer(s)* will pay up to the limit as stated in the Schedule on the *Buildings* of the portion of such *Premises* used for residential occupancy

Bees/Wasps Nests Removal

This insurance extends to include the necessary and reasonable costs and expenses with the *Insurer(s)* prior consent in removing wasps or bees nests from any *Buildings* but excluding the costs and expenses of removing any nests which were already in the *Buildings* before the inception of this Policy for an amount not exceeding the limit as stated in the Schedule any one *Event*

Clearance of Drains

This insurance extends to include costs and expenses necessarily and reasonably incurred by the Insured in cleaning and/or clearing drains and/or sewers and/or gutters the *Property* of the Insured or for which the Insured is responsible following *Damage*

Continuing Hiring Charges

In the event of *Damage* at the *Premises* where the Insured are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of *Property* for which the Insured are responsible and which is not otherwise insured the *Insurer(s)* will pay such charges actually and reasonably incurred subject to the limit as stated in the Schedule any one *Event* and in any one Period of Insurance

Contract Works

The insurance by each item on *Buildings* includes any contract works and unfixed goods and materials introduced to the site of the *Buildings* for the purposes of alterations or improvements to the *Buildings* for which the Insured has contracted to arrange cover in addition *Insurer(s)* will indemnify the Insured in respect of the cost of rewriting or redrawing of plans drawings or other contract documents following *Damage* subject to the estimated contract price not exceeding the limit as stated in the Schedule and subject to an overall limit as stated in the Schedule any one *Event*

The insurance by this provision only applies insofar as the *Property* is not otherwise insured

The interest of contractors and/or sub-contractors and/or suppliers-on-site is noted in this Policy including on a joint insured basis as may be required under contract provided that the details of such parties will be notified as soon as reasonably practicable to the *Insurer(s)* in the event of any claim arising under this Policy and in respect of parties included on a joint insured basis not later than 60 days after the *Damage*

Designation of Property

For the purpose of determining where necessary the item under which any *Property* is insured the *Insurer(s)* 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

Diminution in Value

Where following *Damage* 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* this insurance extends to include the difference in prior and post *Damage* value

The amount payable shall be substantiated by a practising member of the Royal Institute of Chartered Surveyors whose appointment shall be agreed by the Insured and the *Insurer(s)* and due allowance shall be taken of all other sums recovered in respect of *Damage* under the insurance and from any other source

The liability of the *Insurer(s)* in respect of this clause shall not exceed

- a) the *Buildings Sum Insured* for that *Premises* at the date of the *Damage* to third party *Buildings* in the vicinity
- b) the limit as stated in the Schedule following *Damage* to *Premises* owned by the Insured or for which they are responsible

Emergency Services

This insurance extends to include *Damage* resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life and/or minimising *Damage*

Enterprise Zone Allowances

This insurance extends to indemnify the Insured where a *Building* situated in an area formerly designated an enterprise zone by the Government suffers *Damage* and the amount payable as indemnity shall be

- a) in respect of *Buildings* where the Insured has claimed in whole or in part the Enterprise Zone Allowances available

the amount of such allowances the Insured are required to repay as tax to the Inland Revenue

- b) in respect of any Enterprise Zone Allowances to which at the date of the *Damage* the Insured would have been entitled

the amount of Enterprise Zone Allowance unclaimed

provided that

- 1) the Insured's liability to pay tax arises solely as a result of payment by the Insurers of
- 2) the *Insurer(s)* shall not be liable for any tax liability

- arising out of any improvements or betterment to the *Building* during the reinstatement of the *Damage*
- due to reinstatement taking place at a difference site

- 3) the amount payable hereunder shall be reduced by the amount of any other tax concessions or allowances available to the Insured which but for the *Damage* and its

subsequent reinstatement would not have been accrued

- 4) if the Limit of Liability is less than the Insurable Amount by this Item then the amount payable shall be proportionately reduced
Insurable Amount shall mean
 - a) in respect of *Buildings* where the Insured has claimed in whole or part the Enterprise Zone Allowances available the potential tax liability from loss of Enterprise Zone Allowances at the commencement of the period of insurance
 - b) in respect of any Enterprise Zone Allowances to which at the date of the *Damage* the Insured would have been entitled the amount of Enterprise Zone Allowance unclaimed at the commencement of the period of insurance
- 5) the Insurers' liability under this Item shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax

Eviction of Unauthorised Persons Expenses

This insurance extends to include costs and legal expenses with *Insurer(s)* prior consent due to the eviction of unauthorised persons from any of the *Premises* or parts thereof and costs incurred by the Insured for cleaning clearing and repairing as a result of *Damage* limited to the amount stated in the Schedule any one *Event*

Environmental Clause

This insurance extends to include costs following *Damage* where the Insured elects with the consent of the *Insurer(s)* to rebuild the *Buildings* in a manner that aims to reduce potential harm to the environment or improve energy efficiency the *Insurer(s)* agree to pay any reasonable additional rebuilding costs, provided that

- a) The *Insurer(s)* will not pay any additional costs for work the Insured had already planned to be carried out prior to the *Damage*
- b) The *Insurer(s)* will not pay any additional costs for replacing undamaged *Property*
- c) If the Insured elects not to rebuild the *Buildings* then this clause will not apply

d) The *Insurer(s)* maximum liability under this clause in respect of any one *Event* is:

- i) 10% of the amount the *Insurer(s)* would have paid but for the existence of this clause, after the application of all other terms and conditions of the Policy
or
- ii) the limit as stated in the Schedule

whichever is the lower

Exhibition Equipment

This insurance extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any *Premises* insured or elsewhere within the *Territorial Limits* which have suffered *Damage* provided that such equipment is the *Property* of the Insured or the Insured has accepted responsibility for the equipment at the time of *Damage* limited to the amount stated in the Schedule any one *Event* and in the one Period of Insurance

Fire Extinguishing Expenses

The *Insurer(s)* will pay the reasonable costs incurred by the Insured in

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems and similar equipment

all in consequence of *Damage* as insured hereby

Fire Brigade Charges

Insurer(s) will pay the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire at the *Premises*

Flood Resilience Expenses

The insurance extends to include additional rebuilding costs incurred for the incorporation of

flood resilience materials following *Damage* by flood provided that

- a) *Insurer(s)* will not be liable for the costs of work the Insured has already planned to carry out prior to the *Damage*
- b) *Insurer(s)* will not pay any additional costs for replacing undamaged *Property*
- c) If the Insured elects not to rebuild the *Premises* this clause will not apply

The *Insurer(s)* liability under this clause is limited to the amount stated in the Schedule any one *Event* and in any one Period of Insurance

Fly Tipping

This insurance extends to include costs necessarily and reasonably incurred in clearing and removing any *Property* including vehicles illegally deposited or abandoned in and/or on and/or around the *Premises* for an amount not exceeding the limit as stated in the Schedule any one *Event* and in any one Period of Insurance per *Premises*

Frustrated Legal Costs

If the sale of any *Buildings* is cancelled solely as a result of *Damage* this insurance extends to include the actual loss sustained by the Insured for legal costs and expenses incurred or subsequently incurred solely as a result of the cancellation of the sale as a result of the *Damage* limited to the amount stated in the Schedule during any one Period of Insurance

Investigation Expenses

Where a *Premises* 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 *Premises* which is not immediately apparent the *Insurer(s)* will pay the reasonable costs incurred by the Insured with the *Insurer(s)* prior consent in establishing whether or not such *Damage* has occurred

The *Insurer(s)* will also pay the reasonable costs incurred by the Insured in establishing whether or not other *Premises* in the vicinity have suffered *Damage* in the same incident but only if such *Premises* are subsequently found to have suffered such *Damage* for which the *Insurer(s)* is liable

Limited to the amount stated in the Schedule any one *Event*

Involuntary Bailee

This insurance extends to include bailor's goods in the custody or control of the Insured or for which the Insured is responsible subject to the *Insurer(s)* liability being limited to amount stated in the Schedule any one *Event* provided that

- 1) A signed inventory is to be issued to the tenant as soon as repossession takes place
- 2) locks are fitted to the *Premises* and a regular recorded inspection regime is in place to ensure the *Premises* remain secure
- 3) No claims shall be paid in respect of *Damage* by Theft or attempted Theft of 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 wine and spirits
- 4) No claims shall be paid in relation to unaccountable losses

Land Not Otherwise Insured

This insurance extends to include *Damage* to land (meaning land not more specifically insured) for which the Insured is responsible provided that the amount payable does not exceed the amount stated in the Schedule

Insurer(s) will pay costs incurred in restoring the Land to a condition and appearance substantially the same as its condition and appearance immediately before the *Damage* or where the Insured elects not to restore the Land the loss of market value being the reduction in the market value of the land immediately following *Damage* but not exceeding the amount which would not otherwise have been payable had the land been restored

Landscaping

The *Insurer(s)* will pay the costs incurred following *Damage* in restoring any item of landscaping including trees but excluding any costs arising from the failure of the items to germinate or to become established.

Locks and Keys

This insurance extends to include the cost of replacing locks and/or keys and/or any device used to open a lock including but not restricted to any electronic device key card or remote control transmitter and resetting of digital locks

following loss of keys and/or devices attempted arising from accidental loss

Limited to the amount stated in the Schedule any one *Event*

Loss of Investment Value

If as a result of *Damage* to any *Building* insured under this Section

- the Insured lose planning consent in respect of that *Building*
and
- as a result of such *Damage* the investment value of the *Building* is reduced

and
- at the time of the *Damage* 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

Insurer(s) will indemnify the Insured in respect of the difference between the investment value of the *Building* prior to the *Damage* and the sale price of the *Building*

Provided that

- 1) any amounts recovered in respect of the *Damage* and from any other source shall be taken into account in settling any claim
- 2) limited to the amount stated in the Schedule any one *Event*

Loss of Metered Utility Supply

This insurance extends to include the cost of metered water gas oil and/or electricity supplies arising from *Damage* resulting in a charge which the Insured is unable to recover from any other party for an amount limited to the amount stated in the Schedule any one *Event*

Loss Minimisation and Prevention Expenditure

Insurer(s) will pay the costs and expenses necessarily and reasonably incurred by or on behalf of the Insured to prevent or minimise insured *Damage* at the *Premises*

Provided that such costs are

- i. directly related to *Damage* which is likely to occur in the immediate future unless urgent preventative action be taken

- ii. not more specifically insured under this or any other policy bond indemnity security or other legally binding contract

Limited to the amount stated in the Schedule any one *Event*

Munitions

This insurance is extended to include *Damage* to the *Property* Insured caused by or resulting from the detonation of munitions or parts thereof, at or within one mile of the boundary of the *Premises*, provided the presence of such munitions does not result from that state of war current at the time of *Damage*

Obsolete Buildings Materials

This Insurance extends to include the reasonable cost incurred in repair of *Damage* to materials which given consideration to the knowledge at the time of installation construction or fitting were deemed fit for purpose but at the date of loss are no longer deemed so with alternative materials currently considered appropriate for purpose

Option to Repair

This Insured may at its option repair or restore the *Buildings* destroyed or portions damaged but is not bound to repair or restore the *Property* exactly or completely and only as circumstances permit and in reasonably sufficient manner. The Insured will give the *Insurer(s)* all plans documents and books and information at their own expense that the *Insurer(s)* may reasonably require to carry out this work

The liability of the *Insurer(s)* for any one *Event* shall not exceed the cost of reinstating the *Buildings* in its original form and manner

Other Interests

The interest of any third party including freeholders lessors lessees under lessees assignees mortgagees financiers lenders tenants is noted in this Policy including on a joint insured basis as may be required under contract and/or agreement and/or by the Insured provided that the details of such parties are notified as soon as reasonably practicable to the *Insurer(s)* in the event of any claim arising under this Policy and in respect of parties included on a joint insured basis not later than 30 days after the *Damage*

Party Wall

This insurance extends to include costs incurred by the Insured in reinstating a party wall following *Damage* as insured hereby whether the responsibility to reinstate is with the Insured or not provided that the Insurers liability for reasonable and necessary costs shall not exceed the amount stated in the Schedule of the relevant *Building* in respect of such additional costs

Preservation of Undamaged Property

This insurance extends to include costs necessarily and reasonably incurred by the Insured in dismantling and/or moving and/or removing undamaged *Property* within and/or to and/or from suitable alternative premises including haulage and warehousing charges incurred

Reduction in Market Value

If following *Damage* to *Buildings* the existing area or use of the *Premises* is restricted as a result of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority and/or European Union Legislation including such Regulations and/or Legislation that are impending the *Insurer(s)* will pay to the Insured the sum which but for the *Damage* would have been realised by the sale of the Insured freehold or leasehold interest immediately prior to the occurrence of the *Damage* less the sum which would be realised by the sale of the Insured freehold or leasehold interest either immediately following completion of rebuilding repairs or restoration or when permission for such work to be carried out is withheld by such Local Authority the day the Local Authority communicates its decision to the Insured solely by reason of compliance with the contingency as defined above

No indemnity will be payable under this clause until and unless the Insured has made every effort to regain the original planning consent The amount payable shall be substantiated by a practising member of the Royal Institute of Chartered Surveyors whose appointment shall be agreed by the Insured and the *Insurer(s)* and due allowance shall be taken of all other sums recovered in respect of *Damage* under the insurance and from any other source

In no case shall the amount payable exceed the Sum Insured for the *Buildings*

Reinstatement of Data

This insurance extends to include the necessary and reasonable costs of reinstating *Data* held on or used by or in connection with building management or control systems resulting from *Damage* limited to the amount stated in the Schedule any one *Event*

The Insured must

- 1) store the original disks or media of all software or programs and any backups in a fire resistant safe or in a secure location away from The Premises
- 2) maintain adequate backup copies by backing up
 - a) the original disks or media or software or programs where that is allowable under the terms of the software licenceand
 - b) all *Data* produced by the software or programs no less than once a day or any other period agreed by *Insurer(s)*. The integrity of any *Data* backup must be validated using operator system routines or checks produced by the software supplier

Reinstatement to Match

The insurance is extended to include provision for the Insured where the *Premises* suffers *Damage* to replace repair and/or restore the *Premises* with equivalent *Property* which employs current technology and/or replacement repair and/or restoration with such *Property* shall not for the purposes of this Policy be regarded as being better or more extensive than when new This Policy further extends to include the replacement and/or modification of *Premises* not suffering *Damage* insofar as it is necessary to adapt it and/or replace it to operate in conjunction with the *Premises* suffering *Damage* and which has been replaced repaired and/or restored When the *Premises* suffers partial *Damage* the *Insurer(s)* liability shall not exceed the sum representing the cost which the *Insurer(s)* could have been called upon to pay for reinstatement if the *Premises* had been wholly damaged

Removal of Lessees' Property

This insurance extends to include costs and expenses reasonably and necessarily incurred

with the *Insurer(s)* consent in clearing and removing any *Property* of the lessee in or around any *Premises* in the event that a lessee vacates any *Premises*. Excluding any costs recoverable from the lessee

Limited to the amount stated in the Schedule any one *Event*

Removal of Vermin

This insurance extends to include the reasonable costs incurred following requirement of a local authority or similar body to have vermin removed from any *Premises* limited to the amount stated in the Schedule any one *Event*

Repairs Maintenance Alterations

Repairs and/or maintenance and/or minor structural alterations in and/or to and/or around the *Premises* may be effected without prejudice to this insurance

Seventy Two Hour

All loss, destruction or *Damage* during the period of this Policy caused by any

- a) Earthquake or Earthquake Shock arising out of a single seismic disturbance or
- b) Storm arising out of a single atmospheric disturbance
- c) Flood within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream

occurring within a period of seventy two consecutive hours shall be deemed to be a single *Event*

Each *Event* shall be deemed to have commenced on the first happening of any such loss destruction or damage not within the period of any previous *Event*

Should any such *Event* extend beyond the expiry or cancellation date of this Policy, the *Insurer(s)* shall be liable as if such *Event* had fallen entirely within the Period of Insurance of this Policy

Sprinkler Upgrade Costs

This insurance extends to include the additional costs incurred following *Damage* to an automatic sprinkler installation at the *Premises*

by any peril insured hereby in the event that on repair or reinstatement thereof, the *Insurer(s)* requires the installation to conform to the Loss Prevention Certification Board Rules for Automatic Sprinkler Installations current at that time provided that the installation conformed to the Loss Prevention Certification Board Rules current at the time of installation

Spontaneous Combustion

This insurance extends to include *Damage* of or to *Property* caused by its own spontaneous fermentation heating or combustion

Statutory Enquiries

This insurance extends to include costs and expenses incurred by the Insured in connection with Statutory Inquiries following *Damage* to *Premises* limited to the amount stated in the Schedule any one *Event*

Statutory Inquiries shall mean any judicial coronial or other form of enquiry or hearing established by or at the direction of any government semi-government local or planning authority as a direct result of *Damage*

Subrogation Waiver

The *Insurer(s)* shall not enforce any rights against

- a) a tenant or lessee in respect of *Damage* to the part of the *Buildings* in the demise of that tenant or lessee or to common parts of the *Buildings* unless the *Damage* arises out of a criminal or fraudulent or malicious act by the tenant or lessee

At the request of the Insured after a claim the waiver may be extended to the remainder of the *Buildings* unless the *Damage* arises out of a criminal or fraudulent or malicious act

- b) a property manager in respect of *Damage* to the *Buildings* but only if requested to do so by the Insured after a claim under the Policy and if the *Damage* does not arise out of a criminal or fraudulent or malicious act by the property manager
- c) any company being parent of or subsidiary to the Insured or any company which is a subsidiary of the parent company of which the Insured are themselves a subsidiary in each case within the meaning of the Companies Act 2006

d) Any funder as required under a contractual agreement as agreed by *Insurer(s)*

Temporary Removal

Notwithstanding the exclusion of *Property* in transit this insurance extends to *Property* forming part of the *Buildings* whilst temporarily removed from the *Premises* for cleaning renovation repair or similar purposes within the *Territorial Limits* unless more specifically insured

The *Insurer(s)* liability under this clause is limited to the amount stated in the Schedule any one *Event*

Trace and Access

In the event of *Damage* caused by the escape of gas oil water at in onto and/or into the *Premises* this insurance extends to include the costs incurred in locating the source of the escape whether on the *Premises* or not and effecting repairs and general making good for an amount limited to the amount stated in the Schedule any one *Event*

Trees

This insurance extends to include *Damage* resulting from falling trees

Tree Felling and Lopping

This insurance extends to include reasonable costs and expenses incurred by the Insured with *Insurer(s)* prior consent for the lopping or removal of trees for which the Insured is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the *Premises*

Insurer(s) will not pay for

- a) legal or local authority costs involved in removing trees
- b) costs solely incurred to comply with a preservation order

The maximum amount *Insurer(s)* will pay for the amounts stated in the Schedule any one *Event* and in any one Period of Insurance

Unauthorised Use of Public Utilities

This insurance extends to include *Damage* resulting from use of electricity gas water and/or telecommunications services by persons taking possession and/or retaining possession and/or

occupying the *Premises* without the authority or permission of the Insured to the extent that such *Damage* is determined by measurement from meters at or otherwise relating to the *Premises* for an amount limited to the amounts stated in the Schedule any one *Event*

Provided that on becoming aware of the unauthorised occupation the Insured takes reasonable measures to mitigate the loss of services

SECTION 2 RENT COVER

(Only applicable if shown as operative in the Schedule)

Basis of Settlement

If in the event of *Damage* not otherwise excluded during the Period of Insurance the *Business* is in consequence interrupted and/or interfered with the *Insurer(s)* will pay the Insured as indemnity

- 1) loss of *Rent* being the amount by which the *Current Rent* during the *Indemnity Period* shall in consequence of the *Damage* fall short of the *Standard Rent*
- 2) Increase in Cost of Working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of *Rent* which but for that expenditure would have taken place during the *Indemnity Period* in consequence of the *Damage* but not exceeding the amount of the reduction in *Rent* thereby avoided.

less any sum saved during the *Indemnity Period* in respect of such charges or expenses of the *Business* as may cease or be reduced in the consequence of the *Damage*

The *Insurer(s)* will also pay as indemnity;

- a) the cost of re-letting being the legal and other costs necessarily and reasonably incurred with the *Insurer(s)* prior consent during the *Indemnity Period* in re-letting the *Premises* solely in consequence of the *Damage*
- b) the business rates being the further expenditure including but not limited to business rates payable to public authorities necessarily and reasonably incurred by the Insured with the *Insurer(s)* prior consent solely in consequence of the *Damage* which would have been payable by lessees during the *Indemnity Period*
- c) public relations expenditure being the further additional expenditure in maintaining public relations whilst repairs are being carried out during the *Indemnity Period* necessarily and reasonably incurred with the *Insurer(s)* prior consent solely in consequence of the *Damage*

- d) accelerated reinstatement expenditure being the further additional expenditure necessarily and reasonably incurred with the *Insurer(s)* prior consent during the *Indemnity Period* in re-letting the *Premises* solely in consequence of the *Damage* solely to avoid or minimise any loss of *Rent* not recoverable by the Insured under this or any other policy during the period of 12 months after the expiry of the *Indemnity Period* but not exceeding the loss of *Rent* thereby avoided during that period of 12 months by the Insured
- e) the reasonable charges payable by the Insured and incurred with prior consent of the *Insurer(s)* during the *Indemnity Period* to:
 - i) their professional accountants for producing such information as maybe required by the *Insurer(s)* under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
 - ii) their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause containing any relevant lease but not for any other purpose in the preparation of any claim

The liability of the *Insurer(s)* shall not exceed 200% of the *Current Rent Sum Insured* and the total *Sum Insured* of any other Limit

Adjustments shall be made to the *Standard Rent* 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 *Damage* or which would have affected the *Business* had the *Damage* not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Damage* would have been obtained during the relative period after the *Damage*

Definitions

Current Rent

the amount declared by the Insured as representing not less than the *Rent* actually payable including turnover rent and service charges (unless service charges are insured by a separate item) and revenue from advertising

space at the inception of the ensuing Period of Insurance (or a proportionately increased multiple thereof where the *Maximum Indemnity Period* exceeds twelve months)

Standard Rent

- i) in respect of let *Premises* the *Rent* payable during the period in the twelve months immediately before the date of the *Damage* which corresponds with the *Indemnity Period*
- ii) in respect of unlet *Premises* the *Rent* which would have been payable if the *Premises* were fully let during the period in the twelve months immediately before the date of the *Damage* which corresponds with the *Indemnity Period* as evidenced by leases and/or negotiations or in the absence of such evidence based on the *Rent* of similar *Property* in the vicinity of the *Premises*

Indemnity Period

the period beginning with the *Damage* and ending not later than the *Maximum Indemnity Period* stated in the Schedule during which in consequence of the *Damage* the *Business* shall be affected

Maximum Indemnity Period

the period stated in the Schedule

Material Damage Proviso

For cover to be operative under this Section at the time of the *Damage* there shall be in force an insurance covering the interest of the Insured in the *Property* at the *Premises* against such *Damage* and payment shall have been made or liability admitted therefor or payment would have been made but for the exclusion in such insurance for liability for losses below a specified amount.

Alteration

The *Insurer(s)* will not indemnify the Insured if

- a) the Insured
 - i) agrees a composition or arrangement with creditors
 - ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)

- iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
 - iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction) or has a provisional liquidator receiver or receiver and manager of the *Business* duly appointed
 - v) has an administrative receiver as defined in the Insolvency Act 1986 (or any successor act) appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any *Property* comprised in or subject to the floating charge.
- b) the Insureds interest ceases otherwise than by the Insureds death

Unless otherwise agreed by the *Insurer(s)* in writing

SECTION 2 RENT CLAUSES

Additional Increased Costs of Working

This insurance extends to include additional expense beyond the amount payable in Basis of Settlement 2) which the Insured necessarily and reasonably incurs solely to prevent or limit a reduction in *Rent* which but for such additional expense would have taken place due to the *Damage* subject to the *Insurer(s)* liability not exceeding the amount stated in the Schedule or 10% Of the Rent Sum Insured whichever is less

Advanced Rent (Extension or Alteration)

This insurance extends to include *Rent* in respect of *Buildings* insured under Section 1 Property Damage Cover undergoing extension or alteration which but for the *Damage* would have been receivable during the *Advanced Rent Indemnity Period*

When adjusting the Insured's claim in respect of *Premises* where there is no lease or licence in force account shall be taken of any negotiations the Insured have had with prospective tenants both before and after the *Damage* demand for similar accommodation in the area and allowance will be made for all extraordinary and other circumstances including but not limited to fluctuations in market conditions

The *Insurer(s)* liability shall not exceed the amount stated in the Schedule

Definition

Advanced Rent Indemnity Period

the period beginning with the date on which, but for the *Damage* and ending not later than the *Maximum Indemnity Period* stated in the Schedule during which in consequence of the *Damage* the *Business* shall be affected

Break Clauses

This insurance shall not be prejudiced by any break clause in a lease which enables a lessee to determine the lease in the event of *Damage*

Buildings Awaiting Sale

If at the time of the *Damage* the Insured shall have contracted to sell their interest in the *Premises* or shall have accepted an offer in writing to purchase their interest in the *Premises* subject to contract and the sale is cancelled or delayed solely in consequence of the *Damage*

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 *Insurer(s)* to be as follows

- a) during the period prior to the date upon which but for the *Damage* the *Premises* would have been sold
the loss of *Rent* being
the actual amount of the reduction in the *Rent* receivable by the Insured solely in consequence of the *Damage*
 - b) 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 the expiry of the *Maximum Indemnity Period* if earlier the loss in respect of interest being
 - 1) 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* the rate of interest not to be more than 4% above the London Interbank offered rate applying during the *Indemnity Period*; and
 - 2) the investment interest lost to the Insured on any balance of the sale proceeds less any amount receivable in respect of *Rent*
 - c) the additional expenditure being;
 - 1) the expenditure necessarily and reasonable incurred solely in consequence of the *Damage* solely to avoid or minimise the loss payable under b) immediately above but not exceeding the amount of loss avoided by such expenditure;
 - 2) the additional legal fees and other expenditure reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of the *Damage* but not exceeding the expenditure incurred immediately prior to the *Damage*
- except
- i. 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;
 - ii. in the event of underinsurance the amount payable shall be adjusted in

accordance with the Underinsurance Clause

amount stated in the Schedule whichever is the less

Loss of Attraction

The insurance by each item on *Rent* includes loss as insured caused by *Damage to Buildings* or other *Property* within 5 miles of the *Premises* which would have such an effect on the Business carried on at the *Premises* that:

- a) an agreement to lease the *Premises* or any part of the *Premises* in course of negotiation or review is avoided or amended and the *Rent* receivable by the Insured is reduced;
- b) the turnover of any lessee's business is effected and *Rent* receivable by the Insured is reduced

subject to *Insurer(s)* liability not exceeding the amount stated in the Schedule any one *Event*

Loss of Attraction - Anchor Tenants

If solely in consequence of *Damage* an anchor tenant vacates the *Premises* by virtue of their lease agreement enabling them to do so this insurance shall include the loss of *Rent* following the insolvency of other tenants which can be attributable to a reduction in the number of customers attracted to the vicinity of the *Premises* subject to *Insurer(s)* liability not exceeding the amount stated in the Schedule any one *Event*

Loss of Investment Income

If as a result of *Damage* *Insurer(s)* are paying loss of *Rent* and the payment is made later than the date the Insured would normally have expected to receive the *Rent* from the lessee *Insurer(s)* will pay a further amount representing the investment interest lost to the Insured during the delay period

Managing Agents Premises

The insurance by each item on *Rent* is extended to include loss as insured resulting solely from *Damage* by any cause or cover insured to *Buildings* or other *Property* at any location in the *Territorial Limits* owned or occupied by the Insured's managing agents for the purposes of their business in consequence of which the *Rent* receivable by the Insured is reduced

Provided that the *Insurer(s)* liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or the

Payment on Account

Payments on account will be made during the *Indemnity Period* at the request of the Insured subject to any necessary adjustments at the termination of the *Indemnity Period* Where the *Insurer(s)* have agreed to indemnify the Insured in respect of loss of *Rent* and the payment by the *Insurer(s)* to the Insured is made later than the date upon which the Insured would normally have expected to receive the *Rent* as a result of an error or deliberate action by the *Insurer(s)* the *Insurer(s)* will pay a further sum representing the interest which the Insured would have earned via the interest rate for late payment under the occupational lease or if the *Premises* are vacant the interest rate under the Insured's standard form of lease at the time of the loss

Prevention of Access

This insurance extends to include loss of *Rent* resulting from *Damage to Property*

- a) within 5 miles of the boundary of the *Premises* which physically prevents or restricts access to or use of the *Premises*
- b) at the premises of the Managing Agents in the *Territorial Limits*

Prevention of Access (Specified Disease)

This insurance extends to include loss of *Rent* resulting from interruption or interference with the *Business* in consequence of any of the undernoted Contingencies, subject to all of the terms, conditions and provisions of this Section and of the Policy (except insofar as they may be expressly varied by this clause) and subject to the undernoted Contingencies and Special Conditions

Contingencies

- a) any occurrence of a *Specified Disease* at the *Premises* or within 5 miles of the boundary of the *Premises* or attributable to food or drink supplied from the *Premises* or illness sustained by any person resulting from food or drink supplied from the *Premises*
- b) any discovery of an organism at the *Premises* likely to result in the occurrence of a *Specified Disease*

- c) the discovery of vermin or pests at the *Premises*
- d) any accident causing defects in the drains other sanitary arrangements or following accidental leakage or escape of sewage or effluent from a sewerage system at the *Premises*
- e) any occurrence of murder or suicide or rape at the *Premises*

which restricts the use of or results in the closure of the *Premises* on the order or advice of the competent authority

Special Conditions

The provisions of any Automatic Reinstatement of Loss Clause do not apply in respect of this clause

For the purposes of this clause the *Maximum Indemnity Period* is limited to 6 months any one *Event* starting from the date the *Premises* are closed or their use restricted.

No indemnity will be payable in respect of claims arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease unless the Insured has complied at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease) Ref ISBN-0-7176-1772-6 or any supplementary replacement or amending Code of Practice

Prevention of Access (Non Damage)

This insurance extends to include loss of *Rent* resulting from the actions and/or advice of the Government and/or a Public Authority and/or any other statutory authority due to an emergency arising and/or threat thereof which is likely to endanger life and/or *Property* in a geographic area sufficiently proximate to affect the business of the tenant at the *Premises* by the prevention and/or hindrance of the use and/or access whether the *Premises* insured by this Policy suffer *Damage* or not

For the purposes of this clause the *Maximum Indemnity Period* is limited to 6 months any one *Event*

Professional Accounting Charges

Any details contained in the Insured's *Business* books required by the *Insurer(s)* for the purpose

of investigating and/or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the details to which such report relates

The *Insurer(s)* will pay to the Insured the reasonable charges payable to its professional accountants for producing such evidence and for reporting to the *Insurer(s)* and the Insured that such details are in accordance with the Insured's books of account provided that the total amount payable shall not exceed the amount otherwise payable under this Section

Public Utilities

This insurance extends to include loss of *Rent* resulting from *Damage* incurred hereby

- a) at the premises of any
 - i) generating station and/or sub-station of a public electricity supply undertaking
 - ii) public telecommunications undertaking
 - iii) land based premises of the public gas supply undertaking and/or any natural gas producer linked directly to them
 - iv) waterworks and/or pumping stations of a public water supply undertaking
- b) to pipes cables pylons in the *Territorial Limits* from which the *Premises* obtains electricity gas water and/or telecommunications services

The *Insurer(s)* liability under this clause is limited to the amount stated in the Schedule any one *Event*

Relocation of Tenants to Own Premises

In the event that the tenant is relocated to a vacant *Premises* of the *Insured* following *Damage* the claim for any resultant loss of *Rent* in relation to the *Damaged Premises* will not be reduced provided that *Buildings* are insured under Property Damage Section 1 of the Policy

Rent Free Periods

If at the date of the *Damage* any *Premises* are subject to a *Rent* free period under the terms of the lease then the *Indemnity Period* stated in the Schedule shall be adjusted by adding the unexpired portion of the *Rent* free period to the number of years shown in the Schedule

provided that the *Insurer(s)* liability does not exceed the Sum Insured or any Limit stated in the Policy whichever is the lower

Shortfall in Rent Following Review

If during the *Indemnity Period* the Insured is precluded from exercising their rights to implement a rent review under the terms of a lease then the *Insurer(s)* will pay in respect of the *Premises* which have suffered *Damage* the loss of projected increase in *Rent* being the amount of the actual shortfall in *Rent* solely in consequence of the *Damage* that would have otherwise been receivable had that *Rent* review been implemented from the expiry of the *Indemnity Period* until the date of the next subsequent rent review but in no case exceeding 60 months

Turnover Rent (Future Review)

If in consequence of *Damage* any lessee suffers a reduction in the turnover of their business and solely in consequence of this there is a reduction in the *Rent* receivable by the Insured during the period commencing from date of the next rent review subsequent to the *Damage* the *Insurer(s)* will pay to the Insured the actual amount in the reduction of *Rent* solely in consequence of the *Damage*

SECTION 1 PROPERTY DAMAGE AND SECTION 2 RENT CLAUSES

Adjoining and Uninsured Property

If a building not the responsibility of the Insured but adjacent to any *Buildings* insured under this Policy suffers *Damage* by any of the Covers Insured and that building is not repaired or reinstated because there is no valid insurance in force for any reason the Insurers will pay the cost or additional cost of rebuilding or restoring or making safe the Insured's own building to comply with any building regulations or other European Union or Public Authority Stipulations or to restore the structural, waterproofing or weatherproofing integrity of the building and loss of Rent

Archaeological Discoveries

Insurer(s) will pay any reasonable costs necessarily incurred as a consequence of *Damage* as insured hereby as a direct result of the Insured complying with their statutory obligations following the discovery of archaeological finds during site excavation provided that the Insured does not have any pre-existing knowledge of the presence of archaeological remains prior to commencement of works limited to the amount stated in the Schedule any one *Event*

Automatic Cover from Exchange

If the Insured has contracted to purchase a building and the purchase has not yet been completed at the time such building suffers *Damage* the location of the building will be deemed to be a *Premises* under the Property and Rent Sections of this Policy until completion but only to the extent that either

- a) the Insured's interest in any such building is not covered by any other insurance
- b) the Insured's interest is covered by any other insurance but any other insurance on such building is more restrictive in cover or limits and in such circumstances *Insurer(s)* will be liable for any difference between any other insurance and this Policy

Provided that

- i) *Insurer(s)* liability at any one situation will not exceed the amounts stated in the Schedule

- ii) the Insured undertake to give particulars of such extension of cover as soon as reasonably practicable and to effect specific insurance thereon retrospective to the date of the commencement of *Insurer(s)* liability
- iii) the contract for such purchase is subsequently completed

Automatic Reinstatement of Loss

The Sum Insured will not be reduced by the amount of any loss unless written notice is given to the contrary either by the *Insurer(s)* or the Insured and the Insured undertakes to pay any additional premium if required

Capital Additions

This insurance extends to include insofar as they are not otherwise insured any

- a) newly erected *Buildings* and loss of *Rent* limited to the amount stated in the Schedule in respect of any one *Premises*
- b) alterations additions improvements and/or extensions to *Buildings* (but not appreciation in value) for an amount not exceeding 20% of the Sums Insured on the *Premises* or limited to the amount stated in the Schedule whichever is less

within the *Territorial Limits* from the time the Insured becomes responsible

Provided that

- a) the Insured shall give particulars of such Capital Additions as soon as practicable from the date that the Insured acquired its interest in the *Premises*
- b) the Insured will pay the appropriate additional premium from the date from which the Insured is responsible for the insurance

Contracting Purchasers Interest

If at the time of *Damage* the Insured has contracted to sell its interest in the *Premises* and the sale has not been completed or if following *Damage* the Insured contracts to sell its interest in the *Premises* the completing contracting purchaser (providing the *Premises* are not otherwise insured by or on behalf of the contracting purchaser) shall at the discretion of the Insured be entitled to the benefit of the claim

settlement under this Policy such entitlement to be confirmed by the Insured in the event of any claim arising under this Policy without prejudice to the rights and liabilities of the Insured or the *Insurer(s)*

Insurance Premiums

This cover extends to include the costs of any additional insurance premiums incurred solely as a result of *Damage* as agreed with *Insurer(s)*

Mortgagees and Lessors

Any increase in the risk of *Damage* resulting from any act or neglect of the Insured and/or freeholder and/or lessor and/or mortgagor and/or other financier and/or agent will not prejudice the interest of any party (other than the party causing the increase in the risk) provided that the *Insurer(s)* is notified of such increase in risk as soon as reasonably practicable and any additional premium required is paid to the *Insurer(s)* if required

Privity of Contract

This insurance extends to include all such sums as the Insured shall become legally liable to pay following *Damage* and shall pay as indemnity in respect of the repair and/or reinstatement of *Premises* previously owned or currently owned and subsequently disposed of by the Insured which were previously insured by the *Insurer(s)* prior to the disposal of the *Premises* where the successors in title have failed to maintain adequate insurance cover

Provided that

- a) this insurance will not contribute in respect of any more particular insurance effected by the successors in title tenant(s) and/or sub-tenant(s)
- b) the Insured must have entered into the lease which was in place at the time of the *Damage* with the tenants or sub-tenant(s) or be an assignee thereof
- c) this insurance will cease once the tenant signs a new lease with the successors in title or the existing lease is assigned to the successors in title or should the *Premises* in turn be sold or disposed of by the successors in title
- d) the Insured shall take all reasonable and appropriate steps to obtain release from their

liabilities under relevant covenants to insure such *Property* on its disposal

The liability of the *Insurer(s)* is limited to the amount stated in the Schedule any one *Event*

Rising Water Table

This insurance extends to include *Damage* incurred as a result of any change in the water table level limited to the amount stated in the Schedule any one *Event* not withstanding Property *Damage* and rent Exclusion 1a)

Vacant Rate Clause

This insurance extends to include payment of Vacant Rates in respect of *Premises* occupied prior to *Damage* when the clause has been invoked by the tenant as a result of *Damage*

Limited to the maximum indemnity period and limited to the amount stated in the Schedule any one *Premises* and in any one Period of Insurance

Cover excludes any premises that were occupied before the insured *Damage* occurred in the following circumstances:

- i) under Legislation, the full rate is to be applied to the premises
- ii) it has been determined that due to actions by the owner or on behalf of the owner the building is not fit for occupation

SECTION 1 PROPERTY DAMAGE AND SECTION 2 RENT EXCLUSIONS

Insurer(s) will pay the Insured for *Damage* to *Property* insured at the *Premises* shown in the Schedule or loss of *Rent* in consequence of *Damage* excluding

- 1) *Damage* caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - c) faulty or defective workmanship by the Insured or any *Employee* of the Insured

but the *Insurer(s)* will pay for subsequent *Damage* which itself results from a cause not otherwise excluded

- d) operational error or omission by the Insured or any *Employee* of the Insured but the *Insurer(s)* will pay for
 - i) such *Damage* not otherwise excluded which itself results from a *Specified Event*
 - ii) subsequent *Damage* which itself results from a cause not otherwise excluded
 - e) acts of fraud or dishonesty by any partner, director or *Employee* of the Insured but the *Insurer(s)* will pay for such *Damage* not otherwise excluded which itself results from a *Specified Event*
- 2) *Damage* caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects mould or fungus
 - b) change in temperature colour flavour texture or finish
 - c) acts of fraud or dishonesty
 - d)
 - i) disappearance
 - ii) unexplained or inventory shortage

iii) misfiling misplacing of information or clerical error

- e) joint leakage failure of welds cracking, fracturing collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

but the *Insurer(s)* will pay for

- i) such *Damage* not otherwise excluded which itself results from a *Specified Event* or from any other *Damage*
 - ii) subsequent *Damage* which itself results from a cause not otherwise excluded
- 3) *Damage* caused by pollution or contamination, but the *Insurer(s)* will pay for *Damage* to the *Property* Insured not otherwise excluded, caused by
 - a) pollution or contamination which itself results from a *Specified Event*
 - b) any *Specified Event* which itself results from pollution or contamination
 - 4) In respect of Subsidence
 - a) *Damage* caused by
 - i) the normal settlement and/or bedding down of new structures
 - ii) collapse and/or cracking
 - iii) coastal and/or river erosion
 - iv) inadequate construction of foundations
 - v) pre-existing defects that were apparent prior to the inception of this insurance
 - b) *Damage* to walls gates fences yards car parking spaces roads pavements unless also affecting *Buildings* insured
 - c) *Damage* resulting from the settlement and/or movement of infilled and/or made up ground on which the *Premises* have been erected for less than ten years
 - d) *Damage* resulting from

- i) demolition construction structural alteration and/or repair of any *Buildings*
 - ii) groundwork and/or excavation
at the *Premises*
- 5) *Damage* to any *Buildings* or structures caused by its own collapse or cracking, but the *Insurer(s)* will pay for *Damage* resulting from a *Specified Event* insofar as it is not otherwise excluded
- 6) *Damage* caused by wind rain hail sleet snow flood or dust in respect of
- a) fences and gates unless caused by falling trees or there is *Damage* to the *Buildings* at the same time
 - b) moveable *Property* in the open
- 7) *Damage* in respect of
- a) curios or works of art exceeding £5,000 any one item unless otherwise specified
 - b) jewellery precious stones or precious metals bullion furs or rare books
 - c) *Property* in transit
 - d) glass (other than fixed glass) sanitary ware (other than fixed sanitary ware) china earthenware marble or other fragile or brittle objects
 - e) money bonds or securities of any description
- but the *Insurer(s)* will pay for such *Damage* caused by a *Specified Event* insofar as it is not otherwise excluded
- 8) *Damage* to
- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) *Property* or structures in course of construction or erection and materials or supplies in connection with all such *Property* or structures
 - c) piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees
- but the *Insurer(s)* will pay for such *Property* specifically described in the Schedule or in this Policy
- 9) *Property* which at the time of the happening of *Damage* is insured by or would be but for the existence of this Policy any marine policy or policies. However the *Insurer(s)* will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected
- 10) Any *Property* more specifically insured by or on behalf of the Insured
- 11) *Damage* in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of *Damage* by fire or explosion) strikers locked out workers persons taking part in labour disturbances or malicious persons
- 12) Consequential loss or *Damage* of any kind or description, except when such loss is insured under Section 2 under this Policy
- 13) The amount of any Excess specified in the Schedule

SECTION 3 TERRORISM INSURANCE

DEFINITIONS

Act of Terrorism

- a) in respect of *Damage* occurring within *Great Britain Act of Terrorism* means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto
- b) in respect of *Damage* occurring in The Channel Islands, The Isle of Man and elsewhere other than *Great Britain - Act of Terrorism* means any act or acts including but not limited to, the use or threat of force and or violence or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm and damage by nuclear and or chemical and or biological and or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the *Property* of the insured or not

Nuclear Installation

means 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

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or

- c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor

means 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

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception

Private Individual

Any person other than

- a) company, association or partnership
- b) Trustee or body of Trustees where insurance is arranged under the terms of a trust
- c) person who owns *Residential Property* for the purpose of their business as a sole trader
- d) person who owns *Residential Property* of which in excess of 20 per cent is commercially occupied

Where

- i) the *Residential Property* is occupied by a Trustee or a sole trader as a private residence and the property is not a block of flats, each will be deemed to be a *Private Individual* in respect of that same property
- ii) two or more persons have arranged insurance on *Residential Property* in their several names and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, such persons will be deemed to be a *Private Individual* in respect of that property

Residential Property

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority

SECTION 3 TERRORISM COVER

Applicable to Section 1 Property Damage and Section 2 Rent only and only applicable if shown as operative in the Schedule

Provided always that

The *Insurer(s)* liability in respect of all losses arising out of one *Event* and in the aggregate in any one Period of Insurance shall not exceed in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy

Subject always to the Limits applying to Terrorism insurance shown against the territories stated below after the application of all the provisions of this Policy including any Insured's contribution

Territory:

Great Britain

Limit of Indemnity

As otherwise specified in this Policy

Territory:

a) The Channel Islands

b) The Isle of Man

Limit of Indemnity

As otherwise specified in this Policy but not exceeding £10,000,000

Territory:

Elsewhere in the world

Limit of Indemnity

Not insured

Provided always that in respect of an *Act of Terrorism* definition a) under the General Policy Exclusions the cover is not subject to the Policy Exclusions but is subject to the Riot Civil Commotion War and Allied Risks Exclusion

SECTION 3 TERRORISM EXCLUSIONS

This Section does not cover

1) Riot Civil Commotion War and Allied Risks

Any loss whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from or occasioned by or happening through or in consequence of 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

2) Electronic Risks

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- a) the alteration modification distortion corruption of or *Damage* to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration modification distortion erasure or corruption of data processed by any such computer, or other equipment component system or item

whether the property of the Insured or not where such *Damage* is caused by *Virus* or *Similar Mechanism* or *Hacking* or *Phishing* or *Denial of Service Attack*

- 3) Any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly to Residential Property insured in the name of a *Private Individual*
- 4) Any *Damage* to any property at a *Nuclear Installation* or *Nuclear Reactor*
- 5) Any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly from or in connection with nuclear chemical biological and radiological regardless of any other contributing cause or event to property situated in The Channel Islands The Isle of Man and elsewhere other than *Great Britain*

SECTION 3 TERRORISM SPECIAL CONDITIONS

- 1) In any action suit or other proceedings where the *Insurer(s)* alleges that any *Damage* or loss resulting from *Damage* is not covered by this policy the burden of proving that such damage or loss is covered shall be upon the Insured
- 2) Any terms in this policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- 3) If this policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance
- 4) We will not indemnify the Insured in respect of *Damage* within *Great Britain* unless and until the *Treasury* issues a certificate certifying that any loss was caused by an *Act of Terrorism* or in the event of the *Treasury* refusing to issue such a certificate a tribunal formed by agreement between the *Insurer(s)* and Pool Reinsurance Company Limited decides that the cause of such loss was an *Act of Terrorism*
- 5) If in relation to any claim the Insured have failed to fulfil any of the following conditions the Insured will lose the right to indemnity or payment for that claim
 - a) The Insured must declare to the Insurer all property and/or premises owned by the Insured, or for which the Insured is responsible including all such property and/or premises of subsidiary companies
 - b) The Insured must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of such property and/or premises in *Great Britain*

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY COVER

(Only applicable if shown as operative in the Schedule)

The *Insurer(s)* will indemnify the Insured for

- 1) all sums which the Insured shall be legally liable to pay as damages and claimants' costs and expenses in respect of
 - a) *Injury* to any person other than to an *Employee(s)* arising out of and in the course of their employment by the Insured
 - b) *Damage to Property* not belonging to or in the charge or under the control of the Insured (other than *Employee(s)*s and visitors personal effects and vehicles and their contents)
 - c) loss arising from interference with and/or loss of enjoyment of any right of light air water way easement and/or *Property* obstruction trespass nuisance stoppage of and/or interference with pedestrian vehicular rail air and/or waterborne traffic
 - d) wrongful detention and/or false and/or malicious arrest malicious prosecution false imprisonment mental injury mental anguish shock nervous shock and/or invasion of the right of privacy eviction

arising in connection with the *Business* and occurring during the Period of Insurance within the *Territorial Limits*

- 2) all costs and expenses of litigation incurred with the consent of the *Insurer(s)* in respect of claims against the Insured to which the indemnity expressed in this Section applies
- 3) the payment of solicitors' fees incurred with the consent of the *Insurer(s)* for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any *Event* which may be the subject of indemnity under this Section or at any Coroners Inquest or Fatal Accident Inquiry in respect of any such *Event*
- 4) legal costs and/or other expenses incurred by the Insured or at the Insured's request by any *Employee(s)* with the consent of the *Insurer(s)* and costs of the prosecution

awarded against the Insured for the defence of a prosecution including an appeal against a conviction for a breach committed and/or alleged to have been committed during the Period of Insurance of

- i) the Health and Safety at Work Act 1974
- ii) the Health and Safety at Work (Northern Ireland) Order 1978
- iii) Part II of the Consumer Protection Act 1987
- iv) Food Safety Act 1990
- v) Corporate Manslaughter and Corporate Homicide Act 2007

The liability of the *Insurer(s)* for all damages payable to any claimant or number of claimants in respect of any one *Event* shall not exceed the amount stated in the Schedule as the Limit of Indemnity

and in respect of

- a) all *Pollution or Contamination*
- b) *Products*

shall not exceed the amount stated in the Schedule as the Limit of Indemnity for the total of all *Events* happening in any one Period of Insurance

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY CLAUSES

Compensation for Court Appearance

The *Insurer(s)* will pay the Insured at the under noted daily rates for the attendance of any *Employee(s)* at Court and Coroners Inquests as a witness at the request of the *Insurer(s)* in connection with a claim under this Section

- a) any of the Insureds directors or partners
Limit: As stated in the Schedule
- b) any other *Employee(s)*
Limit: As stated in the Schedule

Data Protection Act 1998

In respect of liability arising under Section 13 of the Data Protection Act 1998 Property Owners' Liability will apply as though *Damage* and/or distress were bodily injury even if such *Damage* and/or distress arises from the loss or destruction of data in the charge of or under the control of the Insured or any servant of the Insured

The indemnity provided by this clause will also apply in respect of *Damage* and/or distress suffered by any person under a contract of service or apprenticeship with the Insured

Provided that

- a) the process of registration under the Data Protection Act 1998 has not been refused or withdrawn
- b) the liability does not arise from the provision by the Insured of the services of a computer bureau
- c) the *Insurer(s)* will not be liable in respect of
 - i) the recording or provision of data for reward or for determining the financial status of a person
 - ii) *Damage* and/or distress which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- d) the total liability of the *Insurer(s)* (including all costs and expenses) in respect of all such

the total *Damage* and/or distress happening during any one Period of Insurance is limited to the amount as stated in the Schedule

Defective Premises

The *Insurer(s)* will indemnify the Insured in respect of liability which the Insured incurs under Section 3 of the Defective Premises Act 1972 and Section 5 of the Defective Premises (Northern Ireland) Order 1975, or the Defective Premises (Landlords Liability) Act (Northern Ireland) 2001 in connection with any *Premises* previously owned by the Insured and which have since been disposed of by the Insured

Provided that the *Insurer(s)* shall not be liable for the cost of remedying any fault or alleged fault

Environmental Statutory Clean-Up Costs

The *Insurer(s)* will indemnify the Insured against

- 1) the costs of carrying out *Remediation*
- and / or
- 2) paying for *Clean-Up Costs*

pursuant to a lawful notice or demand served upon the Insured under any environmental protection legislation in the *Territorial Limits* by any *Enforcing Authority* provided that such cost or costs arise 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 or Contamination* which arises out of one incident will be deemed to have happened at the time such incident takes place.

The maximum *Insurer(s)* will pay including costs and expenses is as stated in the Schedule any one Period of Insurance.

The limit above forms part of, and is not in addition to, the Limit of Indemnity stated in the Schedule for Section 4 Property Owner's Liability Cover.

The *Insurer(s)* will not provide indemnity

- 1) in respect of any work (whether preventive or otherwise) in respect of property
 - a) owned, loaned, leased, hired or rented to or by the Insured

- b) which is held in trust or in the custody or control of
 - i) the Insured
 - ii) any other party who is carrying out work on behalf of the Insured
 - c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- 2) in respect of any work involving the reinstatement or reintroduction of flora or fauna
 - 3) in respect of any fines or penalties
 - 4) in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation
 - 5) in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of *Pollution or Contamination* caused by a sudden identifiable unintended and unexpected incident
 - 6) in respect of costs of achieving any 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
 - 7) where indemnity is provided by another insurance policy

The following definitions apply in respect of this extension only

Definitions

Clean-Up Costs
Costs of *Remediation*

Remediation
Remedying the effects of *Pollution or Contamination* as lawfully required by any *Enforcing Authority* to a standard reasonably achievable by the methods available at the time such *Remediation* commences and shall include the testing for or monitoring of *Pollution or Contamination*

Enforcing Authority

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

Financial Loss

The *Insurer(s)* will indemnify the Insured against all such sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss

but the indemnity will only apply to

- a) loss sustained by a tenant of the Insured if such loss is a direct result of the failure of the Insured to provide any *Property* or ancillary service
- b) a claim which is first made in writing against the Insured during the Period of Insurance

and

- c) which is notified to the *Insurer(s)* during the same Period of Insurance or within 30 days after the expiry of such Period of Insurance

Provided that

- i) the liability of the *Insurer(s)* under this extension for all damages and claimants costs and expenses arising out of all claims first made against the Insured during any one Period of Insurance shall not in the aggregate exceed the sum stated in the Schedule
- ii) the Insured shall be responsible under this extension for the first 10% of all damages and claimants costs and expenses payable in respect of each and every claim made against the Insured subject to the Insured being responsible for a minimum amount of £5,000 and a maximum amount of £25,000 in respect of each and every such claim

Exclusions

The indemnity provided by this extension will not apply to legal liability

- a) in respect of
 - i) *Injury* to any person
 - ii) *Damage to Property*

- iii) nuisance trespass obstruction loss of amenities or interference with any right of way air light or water
- iv) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy
- b) arising under contract whether by virtue of express agreement or otherwise
- c) for the actual cost or reduction in value of any *Property*
- d) for
 - i) liquidated damages fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty
 - ii) libel slander or passing off or infringement of patent copyright design trademark or trade name
 - iii) financial loss sustained by any *Employee(s)* arising out of or in the course of employment by the Insured
- e) caused by or arising from
 - i) breach of professional duty or service or any error or omission in estimates or advice given by or on behalf of the Insured in a professional capacity or in design plans drawings or specification for which a fee is charged or would normally be charged
 - ii) *Property* in the custody or under the control of the Insured or any *Employee(s)* or failure to return such *Property*
 - iii) the storage processing or transmission by or on behalf of the Insured of computer data
 - iv) delay non-completion or non delivery
 - v) any act of fraud or dishonesty by the Insured or any *Employee(s)*
 - vi) any circumstances known to the Insured at inception of this extension which may give rise to a claim for financial loss
- f) in respect of the failure or partial failure of any managing agent of the Insured to properly fulfil their obligations under any contract
- g) arising

- i) outside the *Territorial Limits*
- ii) out of any cause giving rise to financial loss happening before the Retroactive Date specified below
- h) As a result of any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - i) the presence of
 - ii) the release of
 Asbestos fibres or any derivatives of asbestos including any product containing asbestos fibres or any derivatives of asbestos

The Indemnity provided under this extension is subject otherwise to the terms exclusions and conditions of Section 4 and this Policy

Retroactive Date: 24th June 2016

Indemnity to Other Persons

In the event of the death of any person entitled to indemnity under this Section the *Insurer(s)* will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

At the request of the Insured the *Insurer(s)* will indemnify

- a) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
- b) any director of the Insured or *Employee(s)* in respect of liability arising in connection with the *Business*

provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- c) any officer committee or member of the Insured's canteen sports social or welfare organisations fire first aid medical or ambulance services in their respective capacities as such
- d) any director or senior official of the Insured in respect of private work undertaken by any *Employee(s)* for such director or senior official

provided that

- i) each such person shall act as though he were the Insured observe fulfil and be subject to the terms of this Policy in so far as they can apply
- ii) the *Insurer(s)* shall retain the sole conduct and control of claims
- iii) where the *Insurer(s)* is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

Legionellosis Liability

Exclusion Pollution and Contamination of Section 4 Property Owners and Products Liability will not apply to the Insured's legal liability to pay damages for accidental *Injury* to any person other than an *Employee(s)* arising out of the discharge dispersal release or escape of legionella bacteria

Provided that

- a) any claim for damages costs and expenses
- or
- b) any notification of any circumstance which
 - i) has caused or is alleged to have caused *Injury*
- or
- ii) can be reasonably expected to give rise to a claim which may be the subject of an indemnity provided by this extension

is first made in writing to the Insured during the Period of Insurance and is notified to the *Insurer(s)* during the same Period of Insurance or within 30 days after the expiry of the same Period of Insurance

- c) the Insured takes all reasonable precautions to comply with the Health and Safety Commission approved Code of Practice and Guidance entitled "Legionnaires' Disease – The Control of Legionella Bacteria in Water Systems L8" or any amending Code of Practice
- d) the indemnity provided by this extension will not apply to liability arising under contract

whether by virtue of express agreement or otherwise

Limit of Indemnity

The liability of the *Insurer(s)* for all damages costs and expenses payable as a result of any one occurrence or in any one Period of Insurance will not exceed the Limit of Indemnity as stated in the Schedule

This extension will not apply to claims first made against the Insured by reason of accidental *Injury* arising out of the discharge dispersal release or escape of legionella bacteria committed or alleged to have been committed prior to the Retroactive Date shown below

The indemnity provided under this extension is subject otherwise to the terms exclusions and conditions of the Section and this Policy

Insurer(s) will not indemnify the Insured

- i) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the *Territorial Limits* and in connection with the *Business*
- ii) in respect of proceedings which
 - a) result from any deliberate act or omission by the Insured
 - b) relate to any *Employee(s)*
- i) in respect of any
 - a) fines
 - b) remedial or publicity orders or any steps required to be taken by such orders
- iv) where indemnity is provided by another insurance policy

Retroactive Date: 24th June 2016

Libel and Slander

The following definitions apply in respect of this clause only

Definitions

Compensation
Damages, including interest

Publication

Any written material produced in the course of the *Business*

- 1) *Insurer(s)* will in respect of any claim made against the Insured while this endorsement is in force or within 12 months of its cancellation provided the cause of the claim occurred while the endorsement was in force indemnify the Insured in respect of
 - a) *Compensation*
 - b) costs and expensesas a result of
 - i) libels in any *Publication*
 - ii) slanders made in the course of the *Business*
 - iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any *Publication*
 - iv) slander of title to goods
- 2) All claims arising out of one cause, whether or not all such claims are made against the Insured in the same Period of Insurance will be treated as one claim
- 3) The maximum *Insurer(s)* will pay inclusive of costs and expenses in respect of
 - a) any one claim and
 - b) the total of all claims in any one Period of Insurance is £250,000 or any other amount shown in the Schedule as applying to this clause
- 4) *Insurer(s)* will not provide indemnity in respect of
 - a) withdrawing recalling or replacing any *Publication*
 - b) liability imposed on the Insured solely by reason of the terms of any contract conditions or agreement
 - c) actions brought in a court of law outside the *Territorial Limits*
 - d) 10% of each and every claim

Managing Agents

If the Insured so requests the indemnity provided by this Section in respect of liability arising in connection with *Premises* insured under Section 1 Property Damage and / or Section 2 Rent will extend to indemnify the Managing Agents of such *Premises* in the same manner and to the same extent as if a separate policy had been issued to each of them

Provided that

- a) the Managing Agents shall act as if they were each the Insured and be subject to the terms of this Policy
- b) the total amount payable under this Section shall not exceed the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified

Motor Contingent Liability

Notwithstanding Property Owners and Products Liability Exclusion Professional Skills of this Section the *Insurer(s)* will indemnify the Insured in respect of legal liability caused by and/or in connection with any vehicle not belonging to and/or not provided by the Insured which is being used in the course of the *Business* other than by the Insured provided that the *Insurer(s)* shall not be liable for

- a) vehicles driven by the Insured
- b) vehicles driven with the general consent of the Insured by any person who to the knowledge of the Insured does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding and/or obtaining such a licence
- c) vehicles whilst engaged in racing pace making reliability trials or speed testing
- d) *Damage* to any such vehicle or goods being carried on such vehicle
- e) any *Event* arising outside the *Territorial Limits*
- f) occurrences where the Insured is entitled to indemnity under any other insurance

Movement of Obstructing Vehicles

Notwithstanding Property Owners and Products Liability Exclusion Vessels and Craft of this Section the *Insurer(s)* will indemnify the Insured

in respect of legal liability arising from and/or caused by and/or in connection with any vehicle not owned and/or hired by and/or lent to the Insured being driven by the Insured and/or *Employee(s)* whilst such vehicle is being moved on the *Premises*
Provided that the *Insurer(s)* shall not be liable for

- a) vehicles driven by any person who is not competent to drive the vehicle
- b) vehicles driven without the use of the owner's ignition key
- c) loss in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- d) *Damage* to any such vehicle
- e) any occurrence arising outside the *Territorial Limits*
- f) any occurrence in respect of which the Insured is entitled to indemnity under any other insurance

Terrorism

The indemnity provided by this Section is subject to the following *Terrorism* Limitations

The liability of the *Insurer(s)* for all damages costs and expenses payable in respect of any one *Event of Terrorism* shall not exceed the *Terrorism* limit stated in the Schedule

If the monetary amount of the Property Owners and Products Liability Limit of Indemnity stated in the Schedule is less than the *Terrorism* Limit stated in the Schedule then such lesser monetary amount shall apply as the *Insurer(s)* maximum liability for all damages costs and expenses payable in respect of any one *Event of Terrorism*

For the purpose of this exclusion "*Terrorism*" means any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any contributory cause or *Event*

- a) an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm or *Damage* of whatsoever nature and by whatever means made or claimed to be made in whole or in part

for political religious ideological or similar purposes

- b) any action taken in controlling preventing suppressing or in any way relating to a) above

Vehicles (Tool of Trade Use)

Notwithstanding Property Owners and Products Liability Exclusion Vessels and Craft of this Section and/or except where the Insured is entitled to indemnity under any other insurance the *Insurer(s)* will indemnify the Insured in respect of its liability arising in the course of the *Business* out of

- a) the use of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- b) the loading and/or unloading of and/or the bringing of a load to and/or the taking of a load from any vehicle machine and/or trailer

at the *Premises*

Work Overseas

The *Insurer(s)* will indemnify the Insured and if the Insured so requests any director of the Insured or any *Employee(s)*

- a) in connection with temporary visits undertaken outside the *Territorial Limits* other than *Offshore* in the course of the *Business* by any person normally resident in the *Territorial Limits*
- b) or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the *Territorial Limits* other than *Offshore* in connection with the *Business*

Provided that

The indemnity will not apply to legal liability

- i) arising out of the ownership or occupation of land or *Buildings*
- ii) in respect of which any person referred to above is entitled to indemnity under any other insurance

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY PROVISIONS

Acquisitions

The *Insurer(s)* will indemnify any subsidiary company which is property owner founded and acquired by the Insured after the inception date of this Policy

For the purposes of this provision a subsidiary company is a company registered in the *Territorial Limits* and conforming to the description of a Subsidiary Company in the Companies Act 2006

Contribution

If at the time of any *Event* and/or claim there is any other insurance applicable to such *Event* and/or claim the *Insurer(s)* shall not be liable under this Section of this Policy except to the extent of any excess beyond the amount payable under such other insurance had the Policy not been effected

Cross Liabilities

If more than one Insured is referred to in the Schedule each Insured so named shall be considered as a separate and distinct entity and the word Insured shall be construed as applying to each separate Insured in the same manner as if a separate policy had been issued to each

Provided always that the liability of the *Insurer(s)* for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Rights of the *Insurer(s)*

The *Insurer(s)* may at any time pay any Limits of Indemnity for any one *Event* shown in the Schedule (after deduction of any sum or sums already paid) or any less amount for which any claim or claims can be settled and then relinquish the conduct and control of the claim or claims and be under no further liability in respect of the claim or claims except for the payment of costs and/or expenses incurred with its written consent prior to the date of such payment

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY EXCLUSIONS

This Policy does not cover

Asbestos

Liability in respect of

- a) exposure to
- b) inhalation of
- c) fears of the consequences of exposure to or inhalation of
- d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any *Property* arising out of the presence of

asbestos fibres or any derivatives of asbestos including any product containing asbestos fibres or any derivatives of asbestos

Contractual Liability

Liability which attaches by virtue of a contract and/or agreement and would not have attached in the absence of such contract and/or agreement unless the sole conduct and control of claims is vested in the *Insurer(s)*

Deliberate Acts

Liability which results from a deliberate act and/or omission of the Insured which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act and/or omission

Fines

- a) Fines and/or penalties
- b) Compensation ordered or awarded by a Court of Criminal Jurisdiction
- c) Aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

- d) Liquidated damages and/or liability under any penalty clause

Pollution and Contamination

Liability in respect of

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

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

Products

Liability in respect of

- a) *Damage* to or the cost incurred by anyone in repairing removing replacing reapplying rectifying or reinstating *Products*
- b) recalling or making refunds in respect of *Products*
- c) *Products* which affects or could affect
 - i) the navigation, propulsion or safety of any aircraft or other aerial device
 - ii) the safety or operation of nuclear installations
- d) *Products* supplied to any offshore
 - i) accommodation exploration drilling or production rig or platform
 - ii) support vessel
- e) liability imposed on the Insured solely by reason of the terms of any contract conditions or agreement in connection with *Products*

Professional Skill

Legal liability arising from the exercise of professional skill and/or breach of professional duty whether by way of instruction advice direction treatment and/or otherwise supplied given and/or administered by and/or on behalf of the Insured

Vessels and Craft

Liability caused by and/or arising from the ownership possession and/or use by and/or on behalf on the Insured of any

- a) mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance and/or security is required under any legislation governing the use of the vehicle
- b) propelled craft and/or other watercraft not exceeding 3 metres in length
- c) aircraft and/or hovercraft

SECTION 5 EMPLOYERS LIABILITY

(Only applicable if shown as operative in the Schedule)

Cover

The *Insurer(s)* will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of *Injury* sustained within Great Britain Northern Ireland Isle of Man and Channel Islands during the Period of Insurance by any *Employee(s)* arising out of and in the course of his/her employment by the Insured in the *Business*

The liability of the *Insurer(s)* under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one *Event* shall not exceed the amount stated in the Schedule

Costs and expenses shall be deemed to mean

- cost and expenses of claimants for which the Insured is legally liable
- other costs and expenses incurred with the *Insurer(s)* written consent in respect of any claim which may be the subject of indemnity under this Section
- solicitors fees incurred with the *Insurer(s)* written consent for
 - defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in *Injury*
 - representation at a Coroners Court or Fatal Accident inquiry in respect of any death

which may be subject to indemnity under this Section

- legal costs and expenses incurred by the Insured and at the request of the Insured any director or *Employee(s)* with the *Insurer(s)* written consent and costs awarded against the Insured or director or *Employee(s)* arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety

legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- the proceedings relate to the health safety or welfare of *Employee(s)*
- the *Insurer(s)* will not indemnify the Insured in respect of
 - a) fines or penalties
 - b) costs and expenses insured by any other policy

SECTION 5 EMPLOYERS LIABILITY CLAUSES

Compensation for Court Appearance

The *Insurer(s)* will pay the Insured at the undernoted daily rates for the attendance of any director partner or *Employee(s)* of the Insured at Court as a witness at the request of the *Insurer(s)* in connection with a claim under this Section

- a) any of the Insured's directors or partners Limited as stated in the Schedule
- b) any *Employee(s)* Limited as stated in the Schedule

Indemnity to Other Persons

In the event of the death of any person entitled to indemnity under this Section the *Insurer(s)* will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

At the request of the Insured the *Insurer(s)* will indemnify in the terms of this Section

- a) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
- b) any director of the Insured or *Employee(s)* in respect of liability arising in connection with the *Business*

Provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- c) any officer committee or member of the Insured's canteen sports social or welfare organisations fire first aid medical or ambulance services in their respective capacities as such
- d) any director or senior official of the Insured in respect of private work undertaken by any *Employee(s)* for such director or senior official

Provided that

- i) each such person shall act as though he were the Insured observe fulfil and be subject to the terms of this Policy in so far as they can apply

- ii) the *Insurer(s)* shall retain the sole conduct and control of claims

Terrorism

The indemnity provided by this Section is subject to the following *Terrorism* Limitations

The liability of the *Insurer(s)* under this Section for damages costs and expenses payable in respect of any one claim or series of claims arising out of any one *Event* of *Terrorism* during any one Period of Insurance shall not exceed the sum stated in the Schedule

For the purposes of this limitation *Terrorism* means any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any contributory cause or *Event*

- a) an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm or *Damage* of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes
- b) any action taken in controlling preventing suppressing or in anyway relating to a) above

Unsatisfied Court Judgements

The *Insurer(s)* will pay to an *Employee(s)* (or his legal personal representative) at the Insured's request the amount of the damages and awarded costs remaining unsatisfied six months after the date of judgement was obtained against another party domiciled in the *Territorial Limits* for *Injury* to that *Employee(s)* occurring during the Period of Insurance and arising out of and in the course of the *Employee(s)*'s engagement by the Insured in the *Business*

Whereupon the *Employee(s)* (or legal personal representative) shall assign the judgement to the *Insurer(s)*

The *Insurer(s)* shall not be liable

- a) for judgements obtained in any Court situated outside the *Territorial Limits*
- b) where an appeal against a judgement remains outstanding
- c) in respect of any judgement obtained against the Insured or any director partner or

Employee(s) of the Insured in those respective capacities

Work Overseas

The *Insurer(s)* will indemnify the Insured and if the Insured so request any director of the Insured or any *Employee(s)* in connection with temporary visits undertaken outside the *Territorial Limits* other than *Offshore* in the course of the *Business* by any person normally resident within the *Territorial Limits*

SECTION 5 EMPLOYERS LIABILITY EXCLUSIONS

The insurance by this Section will not provide indemnity in respect of

- 1) work in or on and travel to from or within any offshore
 - a) accommodation exploration drilling or production rig or platform
 - b) support vessel
- 2) *Injury* sustained by any *Employee* when such person is
 - a) carried in or upon a vehicle
 - b) entering or getting on to or alighting from a vehicle where any road traffic legislation requires insurance or security
- 3)
 - a) liquidated damages
 - b) penalty clauses
 - c) fines
 - d) aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

SECTION 6 - MACHINERY DAMAGE

The following definitions apply in respect of this Section only

DEFINITIONS

Breakdown

- 1) the breaking, distortion or burning out of any part of the *Plant or Machinery* which occurs whilst the *Plant or Machinery* is being used normally, arising from any mechanical or electrical defect in the *Plant or Machinery*
- 2) the complete severance of a rope
- 3) the fracturing or distortion of any part of the *Plant or Machinery* by frost

including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Collapse

The sudden and dangerous distortion of any part of the *Plant or Machinery* caused by crushing stress by force of steam or fluid pressure but excluding distortion by pressure or ignition of flue gases.

Damage

Loss, destruction or damage.

Plant or Machinery

All installed plant and machinery which is the *Property* of the Insured or for which they are responsible.

SECTION 6 - MACHINERY DAMAGE COVER

The *Insurer(s)* will indemnify the Insured in respect of sudden and unforeseen *Damage* occurring during the Period of Insurance to the *Plant or Machinery* at the *Premises* including

- 1) *Breakdown*
- 2) *Collapse*
- 3) Accidental *Damage* not covered under Section 1 Property Damage Cover

which requires repair or replacement before normal working of the *Plant or Machinery* can resume

Limited to the amount stated in the Schedule respect of any one occurrence

Basis of Settlement Reinstatement (Machinery Damage)

In the event of *Damage* insured by this Extension the basis upon which the *Insurer(s)* will calculate the amount to pay for any claim will be the reinstatement of the *Plant or Machinery* subject to the following conditions

1. if the *Plant or Machinery* is destroyed the *Insurer(s)* will pay for its replacement by similar *Plant or Machinery* in a condition as good as but not better or more extensive than its condition when new. If *Plant or Machinery* is damaged the *Insurer(s)* will pay the cost of repairs but will not pay more than would have been paid if the *Plant or Machinery* had been completely destroyed
2. the *Plant or Machinery* may be replaced on another site in a manner suitable to the Insured's needs but this must not increase the *Insurer(s)*'s liability
3. all work must begin and be carried out as quickly as possible
4. if the parts necessary for repairs are not available at the manufacturers listed prices the *Insurer(s)* will pay for the cost of an equivalent repair to similar *Property* for which parts are available at manufacturers listed prices.

SECTION 6 - MACHINERY DAMAGE CLAUSES

Debris Removal

The *Insurer(s)* will indemnify the Insured in respect of costs and expenses incurred with the *Insurer(s)*'s consent, for

- i) removal of debris
- ii) dismantling or demolishing
- iii) shoring or propping

of the *Plant or Machinery* which has suffered *Damage* insured under this Extension.

The *Insurer (s)* will not indemnify the Insured in respect of costs and expenses:

- a) incurred in removing debris from anywhere other than the site of the *Damage* and the area immediately adjacent to it

- b) arising from pollution or contamination of *Plant or Machinery* not insured by this Extension
- c) more specifically insured

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause limited to the amount stated in the Schedule

European Union and Public Authorities

In the event of *Damage* the *Insurer(s)* will pay the additional cost of reinstating the *Plant or Machinery* necessary to comply with any

- 1) European Union Legislation
- 2) Act of Parliament
- 3) Bye-Laws of any public authority

but excluding

- a) costs incurred
 - i) in respect of *Damage* not insured by this Extension
 - ii) where notice was served on the Insured before the *Damage* occurred
 - iii) where an existing requirement must be completed within a stipulated period
 - iv) in respect of *Plant or Machinery* which has not suffered *Damage*
- b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law

Loss Avoidance Measures

The *Insurer(s)* will indemnify the Insured in respect of reasonable costs and expenses incurred by the Insured to mitigate *Damage* to the *Plant or Machinery* which would otherwise be inevitable provided that

- (a) the impending *Damage* does not stem from any reasonably foreseeable or gradually developing cause and the *Insurer(s)* is satisfied that *Damage* has been avoided or mitigated as a result of the measures taken
- (b) the Policy terms exceptions clauses and conditions shall apply as if *Damage* had occurred

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Loss of Rental Income

If the normal functioning of the *Premises* is interrupted or interfered with due to *Damage* for which indemnity is provided by this policy *Insurer(s)* will indemnify the Insured for any Loss of Rent and Service Charge

The *Insurer(s)*'s Rights

If *Damage* occurs which may lead to a claim, the *Insurer(s)* may take possession of, or require to be delivered to them *Plant or Machinery* which the *Insurer(s)* will deal with in a reasonable manner without incurring liability or reducing their rights.

The *Insurer(s)* will not pay for *Damage* if the Insured or anyone acting on their behalf

- i) do not comply with the *Insurer(s)*'s requirements
- ii) hinder or obstruct the *Insurer(s)*

The Insured is not entitled to abandon *Property* to the *Insurer(s)*

Prevention of Further Loss

If *Damage* occurs which may lead to a claim, the Insured shall discontinue the use of any damaged *Plant or Machinery* unless the *Insurer(s)* authorise otherwise and until such *Property* has been repaired to the *Insurer(s)*'s satisfaction

Hire of Replacement Plant or Machinery

The *Insurer(s)* will indemnify the Insured in respect of costs and expenses incurred with the *Insurer(s)*'s consent for the temporary hire or rental of replacement *Plant or Machinery* following *Damage* which is insured under this Extension but excluding any hire or rental costs incurred in the first 48 hours immediately following *Damage*

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Supplementary Expenses

The *Insurer(s)* will, at their discretion, pay additional costs and expenses incurred as a result of

- i) temporarily repairing *Damage to Plant or Machinery*
- ii) insuring the *Damage to Plant or Machinery* is repaired as soon as possible.

Temporary Removal

The *Insurer(s)* will indemnify the Insured in respect of *Damage* whilst *Plant or Machinery* is temporarily removed for a period not exceeding six months anywhere in the world including transit for the purposes of the *Business* or for cleaning, renovating or repair

The maximum the *Insurer(s)* will pay for any or all claims arising out of one cause is limited to the amount stated in the Schedule

SECTION 6 - MACHINERY DAMAGE EXCEPTIONS

- 1) The cost of remedying or repairing
 - a) gradual deterioration or wear and tear
 - b) gradually developing defects flaws deformation distortion cracks or partial fractures
 - c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in *Plant or Machinery* which is subject to steam or fluid pressure

However the *Insurer(s)* will indemnify the Insured for any consequent *Damage to Plant or Machinery* insured under this Extension.

- 2)
 - a) The cost of any maintenance work
 - b) *Damage* caused by the use of any tool or process applied to *Plant or Machinery* during maintenance repair alteration modification or overhaul
- 3) *Damage* caused by
 - a) any test or experiment
 - b) *Plant or Machinery* being intentionally overloaded.
- 4) Disappearance or shortage of *Plant or Machinery* if the loss is discovered during

- a) the making of an inventory
 - b) stock taking
- 5) *Damage* caused by or to materials or substances being treated, handled or processed
 - 3) *Damage* caused by the use of crane(s) unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it
 - 4) *Damage* to or liability arising out of *Plant or Machinery* which the Insured hires out without the *Insurer(s)*'s consent
 - 5) Any penalty
 - a) for delay and detention
 - b) in connection with guarantees or performance or efficiency
 - c) for liquidated damages or consequential loss
 - d) for liability not specifically provided for by the Extension
 - 9) Tyres damaged by
 - a) the application of brakes
 - b) punctures or bursts
 - 10) *Damage to Plant or Machinery* during transit by sea or air
 - 11) *Damage* to any airborne or waterborne vessel or craft, marine rig or platform or any *Plant or Machinery* situated on them
 - 12) *Damage* caused by the wilful act or wilful neglect by the Insured
 - 13) *Damage* to experimental or prototype plant or machinery
 - 14) *Damage* caused by or consisting of
 - a) fire, lightning or explosion
 - b) aircraft or aerial devices or articles dropped from them
 - c) storm flood or inundation from the sea

d) water leaking or discharged from any
sprinkler installation

e) subsidence ground heave or landslip

f) theft or attempted theft

regardless of any other contributory cause

SECTION 7 LEGAL INDEMNITIES

Insurers liability under this Section is limited to the amount stated in the Policy Schedule or *Market Value* whichever is the lower

The following definitions apply in respect of this Section only

DEFINITIONS

Commencement of Cover

The date on which indemnity was first provided under this Policy in respect of the *Property*

Covenant(s)

Any restrictive covenant(s) affecting the *Property*

Defect in Title

- The loss of all or any of the Insured's title deeds to the *Property*
- Adverse third party rights being any easement, quasi easement, rights acquired by prescription or licence to which the *Property* may be subject

Insured Use

Any existing use of the *Property* of at least 12 months continuous duration

Market Value

The value as determined by a surveyor appointed by agreement between the *Insurer(s)* and the Insured

Means of Access

Any pedestrian and/or vehicular access to and egress from the *Property* which has been exercised in connection with the *Property* for a continuous period of at least 12 months

Order

An order injunction or judgement from a court of competent jurisdiction

- in respect of any estate right or interest adverse to or in derogation of the title of the Insured to the *Property* which arises solely and directly from the *Defect in Title*
- upholding the *Covenant(s)* in full or in part

- preventing the Insured from using the *Means of Access* and/or *Services* in connection with the *Insured Use*

Services

Any services serving the *Property* which have been used in connection with the *Property* for a continuous period of at least 12 months

SECTION 7 LEGAL INDEMNITIES EXCLUSIONS

This Section does not cover

1. loss arising out of and/or contributed to by
 - the Insured or any persons authorised by them communicating without the written consent of the *Insurer(s)* with any person considered likely to have an adverse estate right or interest in the *Property* or any part thereof or in the *Means of Access* or *Services* or route of the *Services* or any part thereof be entitled to enforce the *Covenants*
 - the Insured or any persons authorised by them making application to the Court or Lands Tribunal in respect of the *Covenants* without the written consent of the *Insurer(s)*
 - the failure of the Insured to pay its due proportion of the cost of maintaining or repairing the *Means of Access* and/or *Services*
 - the Insured or persons authorised by them obstructing the *Means of Access* and/or *Services*

loss arising due to

- any breach of *Covenant(s)*
- the loss of any title deeds
- the use of any *Means of Access* and/or *Services* without permission from the servient landowners
- third party rights

of which the Insured had actual knowledge prior to the *Commencement of Cover*

2. loss arising due to

- third party rights which were being exercised on or under the *Property* at the *Commencement of Cover*
- restrictive Covenant(s) contained in any lease of the *Property*
- claims to prohibit the use of any common land or village green for access or egress to or from any *Property*
- subsidence
- mining and the extraction of minerals

3. loss relating to any *Property* which is not being used in accordance with the *Insured Use*

SECTION 7 LEGAL INDEMNITIES COVER

Defective Title

Loss sustained in the event of any claimant establishing or attempting to establish a legal right to enforce any estate right or interest adverse to or in derogation of the title of the Insured to the *Property* during the Period of Insurance which arises solely and directly from the *Defect in Title*.

For the purposes of this Section of the Policy Loss shall mean

- all sums which the Insured shall become liable to pay as damages or compensation awarded in favour of any claimant by any *Order*
- the adverse difference in the *Market Value* of the Insured's interest in the *Property* calculated by reference to prices current at the date such adverse estate right or interest is established by any *Order* or to the satisfaction of the Insurer(s)
- any sum paid under any *Order* or with the written consent of the *Insurer(s)* to free the *Property* from any adverse estate right or interest
- all other costs and expenses incurred with the written consent of the *Insurer(s)*

Restrictive Covenant

Loss sustained in the event of any claimant establishing or attempting to establish a legal right to enforce the *Covenant(s)* during the Period of Insurance on the grounds that the *Insured Use* constitutes a breach of the *Covenant(s)* and obtaining or attempting to obtain an *Order* in support of such right

For the purposes of this section of the Policy loss shall mean

- damages or compensation awarded against the Insured including costs and expenses
- the cost of altering demolishing and reinstating the *Property* including any part of any building or other construction on or forming part of the *Property* in so far as such alteration demolition or reinstatement is required by the *Order*
- the adverse difference at the date of the *Order* between the *Market Value* of the *Property*
- on the assumption that the *Covenant(s)* are unenforceable and
- subject to the *Covenant(s)* to the extent that they are held enforceable under the *Order*
- all other costs and expenses incurred with the written consent of the *Insurer(s)*

Absence of Easement

Loss sustained in the event of any owner of the *Means of Access* and/or land through which the *Services* pass establishing and/or attempting to establish a legal right during the Period of Insurance to prevent the Insured and/or all persons authorised by the Insured from using the *Means of Access* and/or *Services* in connection with the *Insured Use* of the *Property* on the grounds that the Insured do not have a legal easement and/or prescriptive rights in support of such use

For the purposes of this Section of the Policy Loss shall mean

- a) whichever is the lesser of
- the adverse difference at the date of the *Order* between the *Market Value* of the *Property*
 - i) with the benefit of the *Means of Access* and/or *Services* and

- ii) the *Market Value* of the *Property* immediately following the *Order*

and

- the cost to the Insured or purchasing a legal easement to use the *Means of Access* and/or *Services* and/or of creating an alternative comparable access to the *Property* together with any adverse difference on completion of such alternative comparable access and/or services between

- i) the *Market Value* of the *Property* with the benefit of the *Means of Access* and/or *Services* and
- ii) the *Market Value* of the *Property* with the alternative comparable access and/or *Services*

such *Market Value* to be calculated by reference to prices current at the date of the *Order*

- b) all sums which the Insured shall become liable to pay as damages or compensation awarded in favour of any claimant by any *Order*
- c) all other costs and expenses incurred with the written consent of the *Insurer(s)*

Perpetuity Cover Option

In the event of the Insured discovering during the Period of Insurance the existence of any *Defect in Title* breach of *Covenant(s)* and/or use of any *Means of Access* and/or *Services* indemnity in respect of which would be provided under this Policy in the event of an adverse claim the *Insurer(s)* hereby agrees if requested by the Insured during such Period of Insurance to issue a separate policy providing indemnity in respect of the said matter

- without payment of additional premium
- for a limit of indemnity no greater than that provided in respect of the *Property* under this Policy
- indemnity to be provided in perpetuity
- for the benefit of the owner lessee mortgagee or chargee (including their successors in title) for the time being of the *Property* or any part thereof

- otherwise in accordance with the same or similar terms and conditions and providing the same indemnity as this Policy

provided that 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

SECTION 7 LEGAL INDEMNITIES CONDITIONS

- 1) The Insured or anyone acting on the Insured's behalf must not disclose the existence of this Policy to any third party other than bona fide prospective purchasers lessees and tenants of the *Property* their mortgagees and legal advisers
- 2) Upon becoming aware of any occurrence affecting the risk insured against or likely to give rise to a claim under this Policy the Insured shall not admit any liability nor take any steps to compromise or settle any claim without the consent in writing of the *Insurer(s)* but shall with all due diligence give to the *Insurer(s)* particulars in writing of such occurrence and shall thereupon give all due and proper information and assistance to the *Insurer(s)* or its Solicitors in or about the conduct of any proceedings which the *Insurer(s)* may think fit to take at its own expense either in the name of the Insured or in the name of the *Insurer(s)* (whether before or after settlement of any claim) including any steps the *Insurer(s)* may wish to take for the purpose of enforcing any rights and remedies or of obtaining any relief or indemnity from other parties to which the *Insurer(s)* may be or would become entitled by subrogation or otherwise upon payment or satisfaction of any claim under this Policy
- 3) If any step action or proceedings by any third party likely to give rise to a claim under this Policy shall be induced either wholly or partly by or through any wilful act or neglect of the Insured (other than such as has already occurred and is recorded in this Policy) this Policy shall be forfeited
- 4) If at the time of any claim being made under this Policy there be any other insurance or insurances subsisting whether effected by the Insured or by any other person covering the claimant either wholly or partly in respect of the same risk or interest as is covered by this Policy the *Insurer(s)* shall be liable to pay or contribute in respect of such claim

only rateably with such other insurance or insurances

- 5) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the *Insurer(s)*

GENERAL POLICY EXCLUSIONS

This Policy does not cover

Date Recognition

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
- b) media or systems used in connection with any of the foregoing whether the *Property* of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date

including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
- ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above

Provided always that this General Exclusion shall not apply

- 1) to any claim for subsequent *Damage* to any *Property* or consequential loss otherwise indemnifiable by this Policy subject to all its terms and provisions which results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than theft earthquake storm flood escape of water from any tank or apparatus or pipe impact by any road vehicle or animal theft or subsidence arising under Section 1 Property Damage and Section 2 Rent of this Policy

- 2) to any claim made or arising under insurance in respect of Employers Liability if provided by this Policy

E-Risks

Any claim (other than in respect of *Injury* under Section 4 Property Owners and Products Liability) arising directly or indirectly from or in connection with or consisting of

- a) *Loss of Data*

However the *Insurer(s)* will not exclude any claim arising directly or indirectly from in connection with or consisting of *Loss of Data* which claim is not otherwise excluded and which results from a *Malicious Contingency* involving physical force and violence or a *Specified Event* where either is insured under any of the following Sections of the Policy and only to the same extent that such claim is insured under that Section

Section 1 Property Damage
Section 2 Rent

- b) any loss destruction or *Damage Failure* or *Loss of Data* resulting directly or indirectly from or in connection with *Virus or Similar Mechanism Denial of Service Attack* unauthorised access to or use of *Computer and Electronic Equipment*

However the *Insurer(s)* will not exclude any claim in respect of any subsequent physical loss or destruction *Damage to Property* other than *Computer and Electronic Equipment* and *Data Storage Materials* which is not otherwise excluded and which results from a *Malicious Contingency* involving physical force and violence or a *Specified Event* where either is insured under any of the following Sections of the Policy and only to the same extent that such subsequent physical loss or destruction of or *Damage to Property* is insured under that Section

Section 1 Property Damage
Section 2 Rent

Exceptions a) and b) above do not apply to the following Sections when insured by this Policy;

Section 3 Terrorism
Section 5 Employers Liability
Section 6 Machinery Damage

Excess

The Insured's retained liability specified as the Excess in the Schedule

Radioactive Contamination

Damage to any *Property* whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature

- a) directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - i) dispersing radioactive material and/or ionizing radiationor
 - ii) using atomic or nuclear fission and/or fusion or other like reaction
- c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the *Premises* (other than nuclear fuel or nuclear waste) used in the course of the *Business* for the purposes for which they were intended

However

- 1) exception b) above does not apply to the following Sections when insured by this Policy

Section 4 Property Owners and Products Liability

Section 5 Employers Liability
- 2) in relation to Section 5 Employers Liability Exception a) above only applies when the

Insured under a contract or agreement have undertaken to

indemnify another party

assume the liability of another party

- 3) exception a) and b) above do not apply to Section 3 *Terrorism* when insured by this Policy

Terrorism

Applicable to Sections 1 – Property Damage and 2 – Rent

Any *Damage* to the *Property* Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- a) *Terrorism*
- b) civil commotion in Northern Ireland
- c) any action taken in controlling preventing suppressing or in any way relating to (a and/or (b above

Terrorism means

- i) in respect of *Damage* occurring in *Great Britain Act of Terrorism* means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto
- ii) in respect of *Damage* occurring in The Channel Islands The Isle of Man and elsewhere other than specified in i) above *Act of Terrorism* means any act or acts including but not limited to

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole

or in part for political, religious, ideological or similar purposes

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

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

War and Kindred Risks

Any consequence or any liability for any consequence of

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above

However a) and c) do not apply to Section 5 Employers Liability and b) does not apply to Section 4 Property Owners and Products Liability

Financial Services Compensation Scheme

QBE Insurance (Europe) Limited are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN

QBE Insurance (Europe) Limited
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Registered Office Plantation Place, 30
Fenchurch Street, London, EC3M 3BD

QBE Insurance (Europe) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

In order to maintain quality service telephone calls may be monitored or recorded

COMPLAINTS PROCEDURE

The Insured should adopt the following procedure

Making Yourself Heard

If you have cause for complaint, it is important you know that the *Insurer(s)* is committed to providing you with an exceptional level of service and customer care

The *Insurer(s)* realise that things can go wrong and there may be occasions when you feel that the service you expected has not been provided. When this happens, the *Insurer(s)* want to hear about it so that matters can be put right

Who to contact?

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are

- to be sure you are talking to the correct person, and
- that you are giving him/her the correct information

So we begin by establishing your first point of contact

Step One - Initiating your complaint

In the first instance you need to contact Darren Ting, Executive Director, Arthur J. Gallagher Real Estate as follows;

- +44 (0)20 7234 4550
- Darren.Ting@ajg.com
- 7th Floor
The Walbrook Building
25 Walbrook
London
EC4N 8AW

You will need to call the number on your Policy document and state your complaint.

- Please provide your name and a contact telephone number
- Please quote your Policy and/or claim number, and the type of policy you hold
- Please explain clearly and concisely the reason for your complaint

If you wish to provide written details, the following checklist has been prepared for you to use when drafting your letter

- Head your letter 'COMPLAINT'
- Give your full name, post code and contact telephone number(s)
- Quote the type of policy and your Policy and/or claim number
- Advise the name of your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for your complaint

The letter should be sent to the person dealing with your complaint along with any other material required

If your complaint is about Arthur J. Gallagher and the service we have provided Arthur J. Gallagher will deal with the complaint

If your complaint is about the product you have been sold or a claim on your Policy Arthur J. Gallagher will pass the details of your complaint to QBE Insurance (Europe) Limited or the relevant Claims Office to deal with the complaint

It is expected that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further

Step 2 – Beyond Arthur J. Gallagher and QBE Insurance (Europe) Limited

If Arthur J. Gallagher or the *Insurer(s)* have given you its final response and you are still dissatisfied you may be able to refer your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if

- The *Insurer(s)* has provided you with written confirmation that its internal complaints procedure has been exhausted

The Ombudsman can be contacted at:
Insurance Division
Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567
Fax: 020 7964 1001

Referral to the Ombudsman will not affect your right to take legal action against the *Insurer(s)*

***Insurer(s)* promise to you**

The *Insurer(s)* will

- acknowledge written complaints promptly
- investigate quickly and thoroughly
- keep you informed of progress
- do everything possible to resolve your complaint

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