



**underwriting**

# **PROPERTY OWNERS**

## **INSURANCE POLICY**

Underwritten by:  
DTW 1991 Underwriting Ltd  
DAS Legal Expenses Company Ltd

## BC Underwriting Property Owners Insurance Policy

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## INTRODUCTION

### Certification and extent of policy coverage

This is to certify that in accordance with the authorization granted under contract by DTW 1991 Underwriting Ltd in respect of **Sections 1 to 4** and DAS Legal Expenses Insurance Company under Contract Number TS5/6851181 in respect of **Section 5** and in consideration of the premium specified having been paid the **Insurer(s)** agree to the extent and in the manner detailed to indemnify the **Insured** against **Loss or Damage** sustained or legal liability for accidents happening which occur during the **Period of Insurance** and arising from the **Business** as detailed in the **Policy Schedule** after such **Loss Damage** or liability has been proved.

Provided always that:

- 1) **Insurer(s)** liability shall not exceed the limits expressed in the attaching **Schedule** or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) this **Policy** insures only in respect of the **Sections** specified in the **Policy Schedule**.
- 3) this **Policy** is subject to all provisions conditions warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto all of which are to be considered as incorporated and shall be read together.

### Basis of this Contract

The **Insured** has applied for this insurance by completing a proposal form or statement of fact or made a declaration which is the basis of this contract and which is deemed to be incorporated herein **Insurer(s)** have relied upon the details contained in the proposal form or statement of fact to decide whether to accept this Insurance and to determine the terms of such acceptance. The **Insured** must ensure that all the statements in the proposal form or statement of fact are accurate and that they have not withheld any material facts otherwise this insurance may be voided.

### The duty of fair presentation

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

In summary the **Insured** must:-

- a) Disclose to the **Insurer** every material circumstance that the **Insured** knows or ought to know. Failing that the **Insured** must give the **Insurer** 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 1 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.
2. For the purpose of clause (1) a) above the **Insured** is expected to know the following:

- a) If the **Insured** is an individual what is known about 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 responsible 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** expects that the **Insured** will have included them in its enquiries and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

A material fact is a fact likely to influence the **Insurer(s)** assessment of the risk. If **You** are in any doubt as to what constitutes a material fact **You** should consult **Your** insurance intermediary.

This **Policy** has been issued and signed on behalf of **Insurers** by

Bennett Christmas Insurance Brokers Ltd and BC UW Ltd trading as BC Underwriting  
1 Oak House  
Woodlands Court  
Albert Drive  
Burgess Hill  
West Sussex  
RH15 9TN



Authorised signatory

Dated: 16/02/2018

Thank **You** for choosing to place **Your** insurance via BC Underwriting

**We** work in partnership with **Our** insurance providers to ensure **You** receive the highest levels of product and service excellence

### **Your Personal Information Notice**

#### **The basics**

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address, contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit. It may also prevent **Us** from providing cover for **You** or handling **Your** claims.

For the purpose of providing insurance and handling claims or complaints **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **You** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

#### **If you provide other people's details to us**

Where **You** provide **Us** or **Your** insurance adviser with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

#### **If you would like more information**

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website ([www.dtw1991.com/pages/privacy-policy](http://www.dtw1991.com/pages/privacy-policy)) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

#### **Contacting us and your rights**

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance adviser who provided **You** with **Your** insurance in the first instance, or directly with **Us** by contacting:

The Data Protection Officer  
Coverys Managing Agency Limited  
6<sup>th</sup> Floor, One Creechurch Place  
Creechurch Lane  
London EC3A 5AF

+44 20 3923 3000  
Data.protection@coverys.co.uk

#### **Data Protection**

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

**You** have a right of access to, and correction of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

The Data Protection Officer  
Coverys Managing Agency Limited  
6<sup>th</sup> Floor, One Creechurch Place  
Creechurch Lane  
London EC3A 5AF

+44 20 3923 3000  
Data.protection@coverys.co.uk

## **POLICY GUIDE**

Do not wait until **You** have a claim before **You** read and understand the **Policy** – please read it now and keep in a safe

place. In particular make sure that:-

- a) All the details shown in the **Schedule** are correct (let **Your** insurance broker know immediately if any changes are necessary).
- b) **You** have read the conditions relating to those **Sections** covered including the General Conditions and Exclusions (Applicable to all **Sections**).
- c) **You** understand the notes on how to make a claim as stated in this document (Applicable to all **Sections**) and **Your** duties in respect of Ministry of Justice Portal Claims as outlined in the guide below.
- d) **You** understand the notes and how to make a complaint as stated in the Complaints Section.

If **You** have any queries about the **Policy** do not understand any part of it or feel that it does not meet **Your** requirements Please consult **Your** insurance broker.

### **Important**

This **Policy** has been issued to **You** based on the information supplied about **Yourselves Your Tenants** and **Your Business Premises** and **Your Property** in the **Proposal Form** and other material information declared which forms the basis of the Contract between **Yourselves** and **Us**. It is therefore very important that **You** let **Your** insurance broker know immediately of any changes that affect the information **You** have disclosed to **Us**.

For example in respect of legal liability exposures any material alterations such as changes in **Your Business/trade** that affects the Information **You** have disclosed to **Us**. Whereas in respect of **Property** and material **Damage** exposures examples may include if **You** move **Property** or if the **Property** is to be **Unoccupied** or if anything happens to change the use the nature or the value of the **Property** insured. Remember that these insurances are subject to average which means that if **You** are or become underinsured **You** may only be paid a proportion of any claim that **You** might make.

In the event of a general enquiry or query relating to **Your Policy You the Insured** should in the first instance contact **Your** insurance broker or **Your** intermediary who arranged this insurance or contact BC Underwriting at the address below.

BC Underwriting  
1 Oak House  
Woodlands Court  
Albert Drive  
Burgess Hill  
West Sussex  
RH15 9TN

### **The General Insuring Clause**

In return for payment shown in the **Schedule We** agree to insure **You** subject to the terms conditions and exclusions contained in or endorsed on the document against legal liability **You** incur for accidents happening during the period shown in the **Schedule** for which **You** have paid or agreed to pay the premium.

The insurance relates **ONLY** to those sections of the document which are shown in the **Schedule** as being included.

The contract does not provide or intend to provide rights to anyone else. No-one else has the right to enforce any part of this contract.

**We** may cancel or change any part of the contract without obtaining anyone else's permission.

The written authority (which number is shown in the **Schedule**) allows BC Underwriting to sign and issue this document on **insurer's** behalf.

**Several Liability Notice**

The subscribing **Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurer(s)** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportions. Nor is any member otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

**EU Disclosure Clause**

The parties are free to choose the law applicable to this insurance contract. Unless specifically to the contrary this insurance shall be subject to English Law.

**Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## HOW TO MAKE A COMPLAINT (all Sections except Property Owners Legal Expenses Events)

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

However, in the event that **You** wish to make a formal complaint **You** should contact **Us** using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

The Compliance Officer Syndicate 1991 6 <sup>th</sup> Floor, One Creechurch Place Creechurch Lane London EC3A 5AF	Email: <a href="mailto:complaints@dtw1991.com">complaints@dtw1991.com</a> Tel: +44 (0) 20 3923 3120
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**We** will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response, or have not received a response from **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Fidentia House Walter Burke Way Chatham Maritime Chatham Kent ME4 4RN	Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a> Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 Web: <a href="http://www.lloyds.com/complaints">www.lloyds.com/complaints</a>
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Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. If **You** are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, **You** may refer the matter to the following organisation:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR	Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9 123 (but charges apply) Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply) Web: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
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Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.

### Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme 10 <sup>th</sup> Floor Beaufort House 15 St Botolph Street London EC3A 7QU	<a href="http://www.fscs.org.uk">www.fscs.org.uk</a>
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## HOW TO MAKE A COMPLAINT (Property Owners Legal Expenses Events)

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address. Or you can phone us on 0344 893 9013 or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of our internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
LONDON  
E14 9SR  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: For UK callers: 0800 023 4 567 (free phone), or from a mobile 0300 123 9 123 (but charges apply)  
Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at:

Legal Ombudsman Service  
P O Box 6806  
Wolverhampton  
WV1 9WJ  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Tel: 0300 555 0333  
Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using these services does not affect your right to take legal action



## CLAIMS PROCEDURE - NOTIFYING A CLAIM

Claims under all **Sections** of this **Policy** other than the **Property Owners Legal Expenses Section** should be notified to the **Our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser to do this on **Your** behalf.

Woodgate and Clark Ltd  
The Red House  
West Malling  
Kent  
ME19 6QT  
Tel: +44 (0)1732 520273  
Out of office: +44 (0) 1732 520270  
Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

### What to do in the event of a claim

**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

**You** should not admit liability even if asked to do so by a third party.

You shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

Additionally **You** must:

- a) in the case of theft or wilful **Damage** immediately notify the Police and take all reasonable steps for the discovery and punishment of any guilty person and to trace and recover the **Property** lost;
- b) within 30 days after such destruction or **Damage** to **Property** insured or such further time as may allow delivery to **Us** or **Our** appointed claims representative at **Your** own expense full information in writing of the **Property** destroyed or damaged and the amount of loss or **Damage** together with details of any other insurances on any **Property** hereby insured.
- c) provide **Us** or **Our** appointed claims representative with all the relevant evidence and information relating to the claim as **You** may be reasonably required;
- d) no admission offer promise payment or indemnity shall be made or given by **You** or on **Your** behalf written **Our** written consent;
- e) **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise;
- f) **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim;
- g) **You** agree to keep accurate books and records of all the figures provided and permit **Us** or anyone appointed by **Us** to inspect **Your** books and records at any time insofar as they relate to this insurance.

### **Note for Ministry of Justice (MOJ) Portal claims Duties owed by the Insured**

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in timely fashion and to keep claim costs to a minimum.

Here is what to do if **You** receive a letter of claim or Claims Notification (CNF) from the claimant and/or claimant representative

If **You** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise who **Your** representative is and their correspondence has been sent to Woodgate and Clark who are our Appointed Claims Administrator

After acknowledging the claimant representative please send all correspondence immediately to Woodgate and Clark remembering to quote **Your Policy** number and name as shown on the **Schedule**. Please note **Your** failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this **Policy** being withdrawn.

**We** also remind **You** of **Your** obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of **Your** Employees which includes:-

Workplace Risk Assessments.  
Full and effective training.  
Provision of appropriate personal protective equipment (PPE).  
Communication of health and safety procedures.

It is understood by the **Insured** that any information provided to the **Insurer(s)** regarding the **Insured** will be processed by the **Insurer(s)** in compliance with the provisions of the data protection legislation.

**We** will use **Your** information to manage **Your** insurance **Policy** including underwriting and claims handling. This may include disclosing to other **Insurer(s)** third party suppliers loss adjusters and reinsurers (the Group) or Governmental bodies. **Your** information includes data about **Your** transactions. **We** may use and share **Your** information with other members of the Group or Governmental bodies to help **Us** and them:-

Assess financial and insurance risks.  
Recover debt.  
Prevent and detect crime.  
Develop services and systems.

**We** do not disclose **Your** information to anyone outside the Group except:-

Where **We** have **Your** permission or;  
Where **We** are required or permitted to do so by Law or;  
To other companies who provide a service to **Us** or **You** or;  
Where we may transfer rights and obligations under this agreement;

### **Sensitive Information**

Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation. (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for **You** provide it and provide the services described in **Your Policy** documents.

### **Credit Reference Agencies**

**Your** information may be linked to and **Your** application assessed using credit reference agency records relating to anyone with whom **You** have a joint account or similar financial association.

### **Guidance Note in relation to Collection of Excess**

Please note that payment of the **Excess** is a condition precedent and therefore in the event the **Excess** is not paid when requested the **Insurer(s)** will not pay the claim under this **Policy** and the **Insured** will have to pay any claims in full and may be liable to reply any costs incurred by the **Insurer(s)** up to the time of the failure to pay the **Excess**.

The **Insured** will be asked to pay the **Excess**:-

To encourage the reporting of the claims circumstances in accordance with the condition precedent requirements in **Your Policy** the **Excess** will not be called for unless or until liability has been admitted or **Defence Costs** are incurred other than the **Insurer(s)** own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the **Insured** will be asked for the **Excess** as soon as the claim has been lodged and indemnity confirmed.  
Please note: No **Excess** will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead to **Insurer(s)** refusing to pay the claim.

### **ELTO Notice**

#### **Employers' Liability Tracing Office – Notice to Policyholders**

**This notice does not form part of Your contract of insurance and is for information purposes only.**

Certain information relating to **Your** insurance **Policy** including without limitation the **Policy** number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database") .

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurer(s) Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the "Claimants"):-

1. To indemnify which **Insurer** (or **Insurer(s)**) was (or were) providing employers' liability cover during the relevant periods of employment;
2. To indemnify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants their appointed representatives **Insurer(s)** with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by Law.

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance Policy data in this way and for these purposes.

## Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering when for example:-

Checking applications for and managing credit and other facilities and recovering debt;  
Checking insurance proposal and claims;  
Checking details of job applicants and **Employees**.

**We** and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries.

## Statutory Status Disclosure

This is to certify that in accordance with the authorisation granted under contract to BC UW Ltd trading as BC Underwriting to operate a binding authority underwriting agreement and to act on behalf of **Insurers** whose names and proportions underwritten by them are supplied within the **Schedule** attaching to this **Policy** the said **Insurers** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

DTW 1991 Underwriting Ltd is an appointed representative of Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Property Owners Legal Expenses Claims Procedure

You can contact the UK-based call centres 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on the enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service. When phoning, please **quote policy number TS5/6851002**.

### Legal advice service

We provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer you to one of our specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

### Tax advice service

We offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

To contact the above services, phone us on 0344 893 0859 quoting **Policy** Number TS5/6851002

### Counselling service

We will provide your **Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by us.

To contact the counselling helpline, phone us on 0344 893 9012.

These calls are not recorded.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

Please note that the **Insured** Person must not appoint a solicitor. If the **Insured** Person has already seen a solicitor before the **Insurer** has accepted the Insured Person's claim, the **Insurer** will not pay any fees or other expenses that the Insured Person has incurred. If the Insured Person's claim is covered, the **Insurer** will appoint the Legal Representative that the **Insurer** has agreed to in the Insured Person's name and on the Insured Person's behalf, subject to the terms and conditions of the Legal Expenses **Section**. The **Insurer** will only start to cover the Insured Person's Legal Expenses from the time the **Insurer** has accepted the claim and appointed the Legal Representative.

## DEFINITIONS

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

### 1. Accidental Damage

Shall mean **Damage** caused by accidental and external means.

### 2. Asbestos

Described as **asbestos**, **asbestos** fibres, particles or any derivatives of **asbestos**.

### 3. Block of Flats

**Building** originally designed and constructed:-

- For the provision of multiple self-contained residential units; or
- Any other industrial or commercial offices premises subsequently converted for the purpose of providing multiple self-contained residential units.

### 4. Buildings

The **Buildings** (including foundations) at the **Premises** including the following all situate on in or at the **Premises** landlord's fixtures and fittings (including communal television and radio receiving aerials satellite dishes communication equipment and related fittings on or in a **Residential Property**), fixed glass fixed sanitary ware in on or pertaining to the **Building** tenant's improvements comprising fixtures and fittings (but excluding moveable **Contents**) formerly the property of **Tenants** but relinquished to the **Insured** at the time of the surrender of the lease;

1. Furnishings and other **Contents** of common parts of the **Buildings** including seasonal items introduced to shopping centres;
2. **Building** management and security systems;
3. Gangways pedestrian malls and pedestrian access bridges;
4. Walls, gates, fences and **Services**;
5. Fuel tanks and their ancillary equipment and pipe work;
6. Car parks roads pavements forecourts tennis courts and similar hard surfaced areas all being constructed of solid materials;
7. Landscaping (including trees shrubs plants turf and other forms of vegetation) including garden **Outbuildings** furniture street furniture ornaments and statues but excluding ponds and lakes;
8. **Outbuildings** and shelters.

### 5. Business

The description shown in the **Schedule** and:-

- i. The ownership repair and maintenance of the **Insured(s)**' own **Property** and **Premises**;
- ii. The provision and management of canteen and welfare facilities for the benefit of the **Insured** and their **Employee(s)**;
- iii. The provision and management of first aid fire security and ambulance services.

### 6. Damage

Tangible loss destruction or **Damage**.

### 7. Damages

Monetary compensation which the **Insured** is legally responsible to pay as a result of physical **loss or Damage** or destruction caused by an actionable wrong of the **Insured** to another person or legal entity and shall not include exemplary punitive or aggravated awards.

### 8. Defence Costs

Fees and expenses reasonably and necessarily incurred by the **Insured** including claimants' costs and expenses with the **Insurer(s)**' written consent in respect of legal costs disbursements investigative and related expenses as a result of any matter falling for indemnity under any of the applicable **Sections** of this **Policy** involving:-

- (a) Defending any proceedings relating to a claim;
- (b) Conducting any proceedings for indemnity contribution or recovery relating to any claim;
- (c) Investigating assessing negotiating or compromising any claim or circumstance that might give rise to a claim;
- (d) Investigating assessing or acting in connection with any investigation enquiry PACE interview or inquest arising from any circumstances which might give rise to a claim.

**Defence Costs** do not include any internal or overhead expenses of the **Insured(s)**' **Employees** or the cost of their time.

### 9. Employee

A - Any person under a contract of service or apprenticeship with the **Insured**;

B - Any of the following persons whilst working for the **Insured** in connection with the **Business**:-

- i. Any labour master or labour only subcontractor or person supplied by them;
- ii. Any self-employed person providing labour only;
- iii. Any trainee or person undergoing work experience;
- iv. Any voluntary helper;
- v. Any person who is borrowed by or hired to the **Insured**;
- vi. Any person working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
- vii. Any prospective **Employee** being assessed by the **Insured** as to their suitability for employment; and where the **Insured** requests any outworker or home worker when engaged on work on behalf of the **Insured**.

### 10. Excess

Shall be the amount stated in the **Schedule** which shall be payable by the **Insured** for each event in respect of:-

- a) **Loss or Damage** in respect of **Sections** 1 and 2.
- b) All **Damages** costs **Defence Costs** other than the **Insured(s)**' own salary and other internal costs in respect of **Sections** 3 and 4 before the **Insurer(s)** shall be liable to make any payment under this **Policy**.

**Event** shall mean any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause.

### 11. Injury

Bodily **Injury** death illness disease.

### 12. Insured/You/Your

The person(s) or company/corporate body named in the **Schedule** and includes:-

- (a) Any subsidiary company which is named in the **Schedule** operating in or from **Premises** in the **United Kingdom** the Isle of Man or the Channel Islands;
- (b) At the **Insured(s)**' written request:-
  - a. Any of the **Insured(s)**' directors or **Employees** whilst acting on behalf of or in the course of his employment or engagement by the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this **Policy** if the claim against any such person has been made against the **Insured**;
  - b. Any office member of the **Insured(s)**' **Employee** of their welfare organisation or fire first aid or ambulance service in his respective capacity as such;
- (c) In the event of the **Insured(s)**' death their personal representatives in respect of liability incurred by the **Insured** provided such person shall as though he were the **Insured** observe fulfil and be subject to the terms exceptions conditions and endorsements of this **Policy** as far as they can apply.

### 13. Insurer(s)/We/Us/Our

The **Insurer(s)** as specified in the **Schedule**.

### 14. Limit of Indemnity

Our maximum liability for **Damages** as specified in the **Schedule** and/or **Policy**.

### 15. Money

Cash bank notes cheques money orders postal orders current postage stamps credit card sales vouchers embossed stamps Holiday stamps VAT purchases invoices drafts national giro drafts franking machine units luncheon vouchers gift tokens and Telephone cards belonging to the **Insured** or the responsibility of the **Insured**.

### 16. Outbuildings

A structure that is separate from but ancillary to the main **Buildings**.

### 17. Period of Insurance

The period specified in the **Schedule** and/or any other periods agreed by the **Insurer(s)**.

### 18. Policy

This **Policy** consists of the following key components:-

- (a) The policy guide which outlines and highlights key elements under which the insurance coverage is based along with certain key elements under which this insurance coverage is based along with certain key statutory and regulatory frameworks which govern this **Policy**;
- (b) The definitions which incorporate specific definitions and meanings which apply to the whole **Policy**;
- (c) The **Sections** of the **Policy** which give details of the scope of cover provided;
- (d) The conditions explain the **Insured(s)**' specific duties which are the basis upon which the **Insurer(s)** have accepted this risk;
- (e) The exclusions which restrict the cover provided within the **Sections**;
- (f) The extensions which extend the cover provided within the **Sections**;
- (g) The complaints which provide important information about how to complain regarding the **Policy**;
- (h) The **Schedule** which is annexed to the **Policy** and identifies who is insured and the **Business** operations declared as requiring coverage and other particulars such as the **Period of Insurance** the operative **Sections Sums Insured Limits of Indemnity** and applicable exclusions and endorsements and certain excesses for which the **Insured** remains responsible;
- (i) The endorsements which might apply from inception of the **Policy** or be applied during the currency of the **Policy**.  
headings are intended as a simplified summary guide for quick reference only and do not form part of the policy wording and shall not affect the construction thereof.

### 19. Premises

The **Buildings** and land occupied as referred to in the **Schedule** and its/their surroundings occupied by **Tenants** in connection with their trade as specified in the **Schedule**.

### 20. Private Dwelling House

**Buildings** specified in the **Schedule** occupied solely as a private residential dwelling.

### 21. Property Damage

Tangible **Property Damage**.

### 22. Proposal Form

The disclosed **Proposal Form** and any additional information supplied to the **Insurer(s)** by or on behalf of the **Insured** which forms the basis of the contract of insurance embodied in this **Policy**.

### 23. Rent

- A. For occupied **Premises** or occupied parts of **Premises** being the **Money** paid or payable to the **Insured** by **Tenants** for accommodation provided and **Services** rendered at the **Premises** in course of the **Business**
- B. For **Unoccupied Premises** being the amount that it is reasonably anticipated would have been paid or payable to the **Insured** by **Tenants** for accommodation provided and **Services** rendered at the **Premises** in course of the **Business**, provided that
  - i. In respect of **Premises** which are not let but are tenable and for which there is evidence of an agreement with a prospective **Tenant** such amount applying at the date upon which but for the **Damage Rent** would have commenced;
  - ii. In respect of **Premises** which are not let but are tenable but for which there is no evidence of an agreement with a

prospective **Tenant** such amount and the date upon which but for the **Damage Rent** would have commenced will be determined having regard:-

- a. To actual negotiations with prospective **Tenants** both before and after the date of the **Damage**;
- b. To the demand for and the general level of rents applying to similar accommodation in the locality at the date of the **Damage**.

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

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

#### **24. Residents**

Any person authorised under the terms of the lease tenancy agreement or rental agreement who lives in a **Private Dwelling** and any permanently residing member(s) of their household which shall exclude those persons who are subject to any further lease tenancy or rental agreement with the resident.

#### **25. Residential Property/Properties**

Any house maisonette or **Block of Flats** owned by the **Insured** or for which the **Insured** is responsible situated at the **Premises**.

#### **26. Schedule**

The **Schedule** including any supplementary endorsements referred to herein which shows the **Sections** that are included in the **Policy** and particulars of this insurance.

#### **27. Section/Sections**

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

#### **28. Services**

The telephone gas electricity and water mains drains and sewers electrical instruments meters piping cabling and the like provide **services** to or from the **Buildings** are for which the **Insured** is responsible.

#### **29. Sum Insured**

The monetary limit specified in the **Schedule** and/or **Policy** which is the maximum amount the **Insurer(s)** will pay.

#### **30. Tenant(s)**

The beneficiary, members of the beneficiary's household, settlor, members of the settlor's household, person, persons, entity or entities occupying the **Premises** with the **Insured's** consent and any person who occupies the land or property rented from the **Insured**.

#### **31. Territorial Limits**

United Kingdom the Isle of Man and the Channel Islands.

#### **32. Unoccupied**

Any period of time exceeding 90 consecutive days during which the **Insured** and/or **Tenant** of the **Insured** are not inhabiting and/or trading from the **Premises**

## GENERAL EXCLUSIONS

This Policy does not cover

### i. **Radioactive Contamination**

Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

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

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

- liability of any principle;
- liability assumed by the **Insured** under a contract or agreement which would not have attached in the absence of such contract or agreement

Exclusion 1.b does not apply to the Employers' Liability, Property Owners Liability when insured by this **Policy**

Exclusions 1.a and 1.b do not apply to the **Terrorism**, and **Sections** when insured by this **Policy**

### ii. **War and nuclear risks**

**a)** Loss or destruction of, or, **Damage** to any Property whatsoever resulting, or arising therefrom, or any indirect loss or legal liability of whatsoever nature directly or indirectly caused by or arising from:

- i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) Any contingency occasioned by or happening through war invasion act of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

### iii. **Terrorism Exclusion**

In respect of all territories other than Northern Ireland loss destruction or **Damage** or any loss as a consequence of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- Any Act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of **Terrorism**;
- Any action taken in controlling, preventing or suppressing any Act of **Terrorism**, or in any other way related to such Act of **Terrorism**

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

For the purpose of this exclusion:

- (a) Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear)  
Contamination means contamination or poisoning of people by any nuclear chemical radioactive or biological substance which caused illness and/or disablement and/or death.

### iv. **Northern Ireland Exclusion**

Loss or destruction of or **Damage** to any **Property** in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- a. civil commotion
- b. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

"Unlawful association" means any organisation, which is engaged in **Terrorism** and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973. In any action suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any loss destruction or **Damage** is not covered by this insurance the burden of proving that such loss, destruction or **Damage** is covered shall be upon **you**.

This overriding exclusion applies to this insurance and to any extensions thereof unless such extension cancels this overriding exclusion.

v. **Pressure Waves**

Loss destruction or **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

vi. **Requisition or Confiscation of Property**

Loss or **Damage** occasioned by or happening through confiscation nationalization or requisition or destruction by order of the Government or any other Public Authority.

vii. **Biological or Chemical Materials**

Loss destruction or **Damage** costs or expenses of whatsoever nature directly or indirectly caused by or resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

viii. **Electronic Cyber Liabilities**

Loss destruction or **Damage** associated with or caused by a **System Failure** if a **System Failure** forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

**System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of **Yours**) caused by:-

- i) The response of a computer to any date or date change or;
- ii) The failure of a computer to respond to any date or date change or;
- iii) The loss of or denial of access to any data either your own or third party or;
- iv) Any Loss of or **Damage** to or change or corruption in data or software on a computer or computer system or;
- v) Any **Computer** virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

ix. **Exclusion for Misuse of the Internet and Extra-net**

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via **Your** own website or Internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.



## GENERAL CONDITIONS

a) **Alteration of risk**

**You** must give **Us** immediate notice of any alteration or change affecting the risk insured. If **We** accept such alteration or change it may affect the premium terms or conditions of the cover. **We** do not have to accept any alteration or change affecting the risk.

b) **Arbitration**

If there is any dispute about the amount to be paid under this **Policy** (and **We** have admitted liability) the matter will be referred to an arbitrator chosen by **You** and by **Us** under the legal rules governing arbitration. This will not happen if the claim in question is disputed for a reason other than the amount to be paid. The arbitrator must decide that **You** are right and make an award before **You** can take legal action against **Us**.

c) **Cancellation**

a) **Your Right To Cancel during the Cooling-Off Period**

**You** entitled to cancel this **Policy** by notifying **Us** in writing by email or by telephone within 14 days of either:-

- i) The date **You** receive this **Policy**; or
- ii) The start of the **Period of Insurance**. Whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

**You** are entitled to cancel this **Policy** after the cooling-off period by notifying **Us** in writing by email or by telephone.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless any claim has been made in which case the full annual premium is due.

b) **The Insurer's Right to Cancel**

The **Insurer** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:-

- i) Any failure by **You** to pay the premium; or
- ii) A change in risk which means **We** or the **Insurer** can no longer provide **You** with insurance cover; or
- iii) Non-cooperation or failure to supply any information or documentation requested such as details of a loss incident or claim by giving **You** 14 days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless any claim has been made in which case the full annual premium is due.

c) **Our right to Cancel for non-payment of Instalments**

If the premium for this **Policy** is paid in instalments and in the event that **You** fail to pay one or more instalments whether in full or in part **We** may cancel the **Policy** by giving seven (7) working days' notice in writing to **You** sent to **Your** last known address.

In the event of cancellation **We** will retain as a fee £50.

d) **Fraud**

If a claim is made **You** and anyone acting on **Your** behalf must not act dishonestly in any way or provide false information.

e) **English Law**

This **Policy** shall be governed by and construed in accordance with the law of England unless otherwise agreed by **Us**.

In the event of any dispute concerning the interpretation of this **Policy** both **You** and **Us** agree to submit to the jurisdiction of any

court of competent jurisdiction within the **United Kingdom** and to comply with all requirements necessary to give such court

jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

f) **Non-disclosure/misrepresentation**

**You** must disclose all facts and information that might be relevant to **Our** assessment of the risk and all material representations

made to **Us** must be to the best of **Your** knowledge. Any statements made or information provided in the Statement of Fact which forms the basis of this contract must be complete and correct to the best of **Your** knowledge and belief.

g) **Other insurance**

**We** will not indemnify **You** in respect of loss **Damage** or liability which is insured by or would but for the existence of this **Policy** be insured by any other **Policy** except in respect of any **Excess** beyond the amount payable under such other **Policy** or which would have been payable under such other **Policy** had this insurance not been effected.

h) **Paying by Instalments**

If **You** have agreed to pay **Your** premium by instalments under a linked credit agreement, the following will apply.

- If **You** do not pay an instalment when it is due or if the instalment instruction has been cancelled for any reason, **You** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **You** do not pay the amount **You** owe within these 7 days, **We** will subject to the Consumer Credit Act and/or any subsequent legislation where this is applicable cancel the remaining cover under this insurance and notify **You** in writing as shown in General Condition 3.
- If any extra premium is needed during the **Period of Insurance**, it will be spread out over the remaining instalments due for that year. If **You** have already paid all **Your** instalments **You** must immediately pay any extra premium when it is due.
- If **We** owe **You** any return of premium, the amount **We** owe may be taken off the instalments due for the year. If **You** have already paid all **Your** instalments, **We** will pay any return premium to **You**.

i) **Reasonable precautions**

**You** must:

- i. take all reasonable precautions to prevent occurrences which may give rise to liability under this **Policy**;
- ii. take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- iii. take immediate steps to make good or remedy any defects or danger which becomes apparent or take such additional precautions as the circumstances may require;
- iv. take reasonable care in selecting **Employees**.

j) **Control of claims**

**We** shall be entitled:

- i. in the event of **Damage** to the Property insured to, or for any person authorised by **Us**, without incurring any liability or diminishing any of our rights under this **Policy** to
  - (a) enter or take possession of the **Building** or **Premises** where the **Damage** occurred
  - (b) take possession of, or require to be delivered to **Us Property** insured for all reasonable purposes including salvage
- ii. to any **Property** for the loss of which a claim is paid hereunder and **You** shall execute all such assignments and assurances of such **Property** as may be reasonably required but **You** shall not be entitled to abandon any property to **Us**
- iii. at our discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at our own expense and for our own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this **Policy** and **You** shall give all information and assistance required
- iv. to pay **You** at any time the limit of liability or the **Sum Insured** or any smaller amount for which a claim can be settled and **We** shall not be under any further liability in respect of that claim except for payment of costs and expenses prior to the payment of the claim.

k) **Making a claim**

In the event of any circumstance which may give rise to a claim, **you** will:

- i) deliver to **Us**, as **We** may require, a written claim containing as much information as possible concerning the **Incident**, loss, destruction, **Damage**, accident or injury, including the amount of the claim,
- ii) Immediately in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
- iii) No later than 30 days after the expiry of the **Indemnity Period** in respect of claims against Loss of income unless **We** extend this time limit
- iv) Within 30 days of the circumstance giving rise to any other claim unless **We** extend this time limit
- v) Notify the police immediately it becomes evident **Damage** is caused by malicious persons or thieves
- vi) Not admit or repudiate liability, nor offer to settle, compromise, make or promise to make payment without **Our** written agreement
- vii) Inform **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document
- viii) Take all reasonable action practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss
- ix) Produce to **Us** such books of account or other business books or documents or such other proofs as may reasonably be required by **Us** for investigating or verifying the claim.

l) **Policy terms**

It is a condition precedent to any liability on **Our** part under this **Policy** that the terms in so far as they relate to anything to be done or complied with by **You** are duly and faithfully observed and fulfilled by **You** and by any other person who may be entitled to be indemnified under this **Policy**.

m) **Subrogation**

Any claimant under this **Policy** will at **our** request and at **our** expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** will be entitled to take over and conduct in **Your** name, the defense or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

n) **Sanctions**

The **Insurer(s)** shall not be deemed to provide cover and no **Insurer(s)** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that **Insurer(s)** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

**o) Survey and Risk Improvement – Subjectivity Condition Subject to Survey**

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

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

- Alter the premium or terms and conditions;
- Exercise the right to cancel the **Policy**;
- Leave the premium or terms and conditions unaltered

The **Insurer** will advise the **Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by the **Insurer** then the **Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity. If the **Insured** elect to reject the revised basis of premium terms and conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

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

**Risk Improvements**

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

In the event that a risk improvement is not completed or risk improvement procedure are not introduced within the completion timescales specified by the **Insurer** then the **Insurer** reserves the right to:-

1. Alter the premium or terms and conditions;
2. Exercise the right to cancel the **Policy**;
3. Leave the premium or terms and conditions unaltered.

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

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

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

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

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

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

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

## 1. PROPERTY DAMAGE EVENTS SECTION

### Section Definitions

#### 1. Contents

Fitted carpets furnishings and other **Contents** at the **Premises**, including:-

1. The **Contents** of fuel tanks at the **Premises**;
2. portable communal property in the open grounds of and used in connection with the **buildings** at the **Premises**;
3. **Money**, belonging to the **Insured** at the **Premises** for any amount not exceeding £1,000 in total;
4. deeds, documents, manuscripts and business books, but only for the cost of the materials and of clerical labour expended in reproducing such records;
5. Computer system records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records;
6. Rare books or works of art not exceeding £5,000 any one article unless otherwise stated in the **Schedule** and so far as
7. They are not otherwise insured;
8. Partners', directors' and **Employees'** personal effects of every description (other than motor vehicles) whilst at the **Premises**, for an amount not exceeding £1,000 for any one person.

#### 2. Contract Works

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

#### 3. Day One Rebuilding Value

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

#### 4. Declared Value

The base value shown in the **Schedule** excluding any provision for inflation.

#### 5. Ground Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

#### 6. Landslip

Downward movement of sloping ground.

#### 7. Settlement

Downward movement as a result of the ground being compressed by the weight of the **Buildings** within ten (10) years of construction.

#### 8. Stipulations

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

#### 9. Subsidence

Downward movement of the ground beneath the **Buildings** where the movement is unconnected with the weight of the **Building**.

## Property Damage Events Cover

If the **Property** Insured or any part of such **Property** at the **Premises** suffers **Damage** during the **Period of Insurance** the **Insurer** will pay to the **Insured** for **Damage** to **Property** Insured or any part of such **Property** by the following **Events**, except for the excluded **Events** specified in the **Schedule**

### Events

1. **Fire**, excluding **Damage** caused by
  - Explosion resulting from fire
  - Earthquake or subterranean fire
  - Its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
  - **Lightning**

**Explosion**

  - i. Of boilers
  - ii. Of gas

Used for domestic purposes only, but excluding any **Damage** caused by earthquake or subterranean fire
2. **Explosion**, excluding **Damage**
  - Caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the **Insured** or under the control of the **Insured**, in which internal pressure is due to steam only;
  - In respect of and originating in any vessel, machinery or apparatus or its **Contents**, belonging to the **Insured** or under the control of the **Insured**, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service;
  - By pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3. **Aircraft** or other aerial devices or articles dropped from them, excluding **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. **Riot, Civil Commotion, strikers, locked out workers, persons taking part in labour disturbances or Malicious Persons**, excluding:
  - Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - Damage arising from cessation of work **Damage**
  - The amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment
5. **Earthquake**
6. **Subterranean Fire**
7. **Storm** excluding
  - a. **Damage** by
    - i. the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam;
    - ii. inundation from the sea;whether resulting from **Storm** or otherwise
  - b. **Damage** attributable solely to change in the water table level
  - c. **Damage** caused by frost subsidence ground heave or **Landslip**
  - d. **Damage** in respect of fences, gates and moveable property in the open unless caused by falling trees or there is **Damage** to the structural parts of the **Buildings** at the same time
  - e. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment.
- 7b. **Flood** excluding
  - i. **Damage** caused by
    - a. frost Subsidence **Ground Heave** or **Landslip**
    - b. bursting or overflowing of water tanks apparatus or pipes
    - c. storm or tempest
  - ii. **Damage** in respect of fences, gates and moveable property in the open or in transit unless there is **Damage** to the structural parts of the **Buildings** at the same time
  - iii. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment.
8. **Escape of Water** from any tank, apparatus or pipe, excluding:
  - a. **Damage** by water discharged or leaking from any automatic sprinkler installation
  - b. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment
9. **Impact** by any road vehicle or animal, excluding the amount of the **Excess** specified in the **Schedule** in respect of

**Damage** by any road vehicle or animal belonging to or under the control of the **Insured**, or any occupier of the **Premises** or their respective **Employees** whilst acting in the course of their employment.

10. **Sprinkler Leakage**

Accidental escape of water from any automatic sprinkler installation in the **Premises** not caused by

- a. freezing whilst the **Building** in so far as it is in the **Insured's** ownership or tenancy is **Unoccupied**
- b. explosion, earthquake, subterranean fire or heat caused by fire

11. **Accidental Damage**, excluding

- a. **Damage** caused by or consisting of or arising from or attributable to
  - i. any of the Events
  - ii. any of the exclusions to the Eventsspecified in Events 1 - 10 and 12 - 14, whether Events 1 - 10 and 12 - 14 are insured or not
- b. **Damage** caused by or consisting of
  - i. inherent or latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude **Damage** which itself results from a cause not otherwise excluded
  - ii. faulty or defective workmanship by the **Insured** or any **Employee** of the **Insured**
  - iii. operational error or omission by the **Insured** or any **Employee** of the **Insured** but this shall not exclude such **Damage** which itself results from other **Damage** and is not otherwise excluded, or subsequent **Damage** which itself results from a cause not otherwise excluded
  - iv. acts of fraud or dishonesty by any partner, director or **Employee** of the **Insured** but this shall not exclude such **Damage** not otherwise excluded which itself results from Events 1 – 10
- c. **Damage** caused by or consisting of
  - i. corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, vermin or insects
  - ii. theft or attempted theft **Damage** consisting of
  - iii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them
  - iv. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude such **Damage** not otherwise excluded which itself results from an Event which is not otherwise excluded, or subsequent **Damage** which itself results from a cause not otherwise excluded
- d. loss, destruction or damage caused by pollution or contamination, but this shall not exclude such destruction of or damage to Property Insured not otherwise excluded, caused by pollution or contamination which itself results from other **Damage** or caused by other **Damage** which itself results from pollution or contamination
- e. **Damage** caused by
  - i. Subsidence, **Ground Heave** or **Landslip**, unless resulting from Events 1, 2, 5, 6, 8 or 14
  - ii. Settlement or bedding down of new structures
  - iii. disappearance, unexplained or inventory shortage of the misfiling or misplacing of information
- f. destruction of or damage to any **Building** or structure caused by its own collapse or cracking, but this shall not exclude **Damage** resulting from an insured Event in so far as it is not otherwise excluded
- g. **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust unless there is **Damage** to the structural parts of the **Building** at the same time
- h. **Damage** to any **Property** resulting from its undergoing any process of treatment, testing, commissioning, service or repair
- i. **Damage** in respect of
  - i. jewellery, precious stones or precious metals, bullion, furs, curiosities
  - ii. works of art or rare books (other than as provided under **Contents**)
  - iii. Property in transit
  - iv. glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects
  - v. **Money** (other than as provided under **Contents**), bonds or securities of any descriptionbut this shall not exclude other **Damage** by an insured **Event** in so far as it is not otherwise excluded
- j. **Damage** to
  - i. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures
  - iii. land, piers, jetties, bridges, culverts or excavations
  - iv. livestock or growing cropsbut this shall not exclude such **Property** specifically described in the **Schedule**
- k. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Underinsurance (Average) Basis of Settlement Adjustment

12. **Theft or attempted theft** excluding

- a. **Damage** which does not involve entry to or exit from a **Building** or a part of a **Building** by forcible and violent means or by actual or threatened assault or violence or use of force at the **Premises** to the **Insured** or any partner director or **Employee** of the **Insured** or any other person lawfully on the **Premises**
- b. **Damage** expedited or in any way brought about by the **Insured** or any partner director or **Employee** of the **Insured** or any other person lawfully on the **Premises**
- c. **Damage** to property in the open or in open sided or open fronted **Buildings** or in **Buildings** not on permanent foundations unless such **Buildings** are specifically described in the **Schedule**
- d. **Damage** to **Money** bonds or securities of any description
- e. **Damage** to property in transit
- f. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Under-insurance (Average) Basis of Settlement Adjustment

13. **Subsidence Ground Heave or Landslip** of any part of the site on which the building stands or **Landslip** excluding
  - a. **Damage** in respect of walls gates fences roads car parks yards paved areas pavements footpaths and other surfaced areas unless a building at the same **Premises** is Damaged by the same cause at the same time
  - b. **Damage** resulting from
    - i. the settlement or movement of made-up ground
    - ii. coastal or riverbank erosion
    - iii. defective design or workmanship or the use of defective materials
  - c. **Damage** caused by
    - i. Subsidence, **Ground Heave** or **Landslip** resulting from Events 1, 2, 5, 6, 8 or 14
    - ii. Settlement or bedding down of new structures
  - d. **Damage** which commenced prior to the inception of this Event
  - e. **Damage** occurring as a result of demolition construction structural alteration or repair of any property or as a result of groundworks or excavation at the same **Premises**
  - f. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Under- insurance (Average) Basis of Settlement Adjustment

Provided that

Unless the **Insurer** agrees in writing cover shall be avoided where demolition construction groundwork's or excavation on the same **Premises** or on any adjoining site increases the risk of **Damage**

14. **Escape of Oil** from any fixed heating installation excluding
  - a. **Damage** in respect of any building or property in any building which is **Unoccupied Damage** unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the **Period of Insurance**
  - b. the value of the oil lost
  - c. the amount of the **Excess** specified in the **Schedule** in respect of the first part of each and every loss at each separate **Premises** after the application of all other terms and conditions of the **Section** and the **Policy** including any Under insurance (Average) Basis of Settlement Adjustment.

### Section Exclusions

This **Section** does not cover:

- a. **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Section** be insured by any marine policy or policies, but the **Insurer** will pay for any **Excess** beyond the amount which would have been payable under such marine policy or policies had this **Section** not been effected.
- b. Any **Property** more specifically insured by or on behalf of the **Insured**.
- c. **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
- d. Consequential loss or damage of any kind or description, except loss of rent when such loss is insured by this **Section**
- e. **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the **Insured** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure
  - correctly to recognise any date as its true calendar date
  - to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date but the **Insurer** will pay for subsequent **Damage** which is not otherwise excluded and which itself results from Events 1-10 and 12-14.

## Basis of Settlement

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

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

a. **the cost of reinstatement** being

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

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

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

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

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

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

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

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

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

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

Provided that the **Insurer** will not be liable for:-

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

c. **Removal of debris**

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

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

but excluding any costs of expenses

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



**d. Professional fees**

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

**e. Landscaping Costs**

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

**Limit of Liability**

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

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

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

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

## Section Extensions in Cover

### 1. Automatic Reinstatement

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

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

### 2. Buildings awaiting Demolition

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

### 3. Buildings awaiting refurbishment redevelopment or renovation

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

### 4. Capital Additions

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

- the maximum liability of the **Insurer** for any one claim shall not exceed:-
  - 20% of the **Declared Value Sum Insured** for each item covered, or
  - £1,000,000 in respect of any one **Premises** occupied solely for office, retail or residential purposes
  - £500,000 in respect of any one **Premises** occupied for any other purposes whichever is the less at any one **Premises**
- the **Insured** shall give details of such alterations and additions to the **Insurer** within 6 calendar months of the commencement date of the **Insured's** responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium
- this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired **Buildings** or Inadvertent Omission to Insure Basis of Settlement Adjustments

### 5. Concern for Welfare Costs

The **Insurer** will pay costs incurred following **Damage** caused by the Police or persons acting under their control in gaining access to the **Buildings** at the **Premises** as a result of their concern for the welfare of the **Tenant**

The maximum liability of the **Insurer** shall not exceed £5,000 any one claim and £15,000 in any one **Period of Insurance**

The liability of the **Insurer** shall exclude **Damage** caused by the Police in the course of criminal investigations.

### 6. Continuing Interest and Hire Charges

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

### 7. Contract Works

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

Provided that

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

### 8. Contracting Purchaser's Interest

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

9. **Delays in Rebuilding**

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

10. **Exhibitions and Models**

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

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

11. **Electrical Apparatus**

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

12. **Eviction of Squatters**

Cover includes the legal costs and expenses incurred by or on behalf of the **Insured** to evict squatters from any one of the **Premises** or parts thereof provided that

- a. the **Insured** agrees with the **Insurer** a representative to act for the **Insured**. The **Insured** will need to satisfy the **Insurer** that their chosen representative has the necessary expertise to deal with the legal proceedings
- b. such costs are reasonable and incurred with the **Insurer's** consent
- c. the **Insured** shall take all practical precautions to avoid the **Premises** or parts thereof becoming occupied by any party other than the party named in the Tenancy Agreement
- d. the **Insured** must send to the **Insurer** all bills for their chosen representative's legal fees as soon as the **Insured** receives such bills
- e. the **Insurer** must be able to contact the **Insured's** chosen representative. If the representative wished to consult a barrister or expert witness the **Insurer** must first be consulted for conformation such action is appropriate
- f. the **Insurer's** liability under this clause shall not exceed £15,000 any one claim and £50,000 in respect of all claims occurring during any one **Period of Insurance**

For the purpose of this clause

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

Tenancy Agreement shall mean an agreement with the **Tenant** to occupy the **Premises** in return for payment of **Rent**.

13. **Fire Brigade Costs**

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

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

Provided that the liability of the **Insurer** in respect of any one claim shall not exceed £50,000.

14. **Fire Extinguishers and Sprinklers Refilling Costs**

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

Provided that

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

15. **Fixed Glass and Sanitary Ware**

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

Cover is extended to include the cost of

- A. any necessary boarding up or temporary glazing pending full replacement;
- B. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass;
- C. **Damage** to framework and to **Contents** caused by broken glass
- D. removing and re-fixing window fittings and other obstacles to replacing broken glass

The **Insurer** will not pay for **Damage**:-

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

- ii. existing prior to the inception of this **Section**
16. **Fly Tipping**  
The insurance by each item on **Buildings** extends to include costs necessarily incurred in clearing and removing any property illegally deposited in on or around the **Premises** provided that:-  
A. the liability of the **Insurer** shall not exceed £10,000 any one claim and £25,000 in the aggregate in respect of all claims in any one **Period of Insurance**;  
B. the **Insurer** shall not be liable for the amount of the **Excess** shown in the **Schedule** or £500 whichever is the greater.
17. **Freeholders, Lessees and Mortgagees**  
The **Insurer** agrees that the interest of any Freeholder Lessee Under Lessee and/or Mortgagee in respect of **Buildings** insured by this **Section** and which attached before the happening of any **Damage** shall be automatically noted in this insurance if requested by the **Insured** but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the **Insurer** by the **Insured** in the event of **Damage**.
18. **Further Investigation Expenses**  
Where any **Buildings** have suffered **Damage** and in the opinion of a competent construction professional there is a possibility of other **Damage** to portions of the same **Buildings** which is not immediately apparent the **Insurer** will pay the costs incurred by the **Insured** with the **Insurer's** prior consent in establishing whether or not such **Damage** has occurred.
19. **Gardening Equipment**  
Cover extends to reimburse the **Insured** in respect of **Damage** to gardening equipment owned by the **Insured** and used in connection with the **Business** at the **Premises**  
Provided that the liability of the **Insurer** in respect of any one claim shall not exceed £10,000.
20. **General Interests and Hire Agreements**  
The **Insurer** agrees to automatically note the interest of any other party if requested by the **Insured** in any of the **Property Insured** and which attached before the happening of any **Damage** but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the **Insurer** by the **Insured** in the event of **Damage**.
21. **Inadvertent Omission to Insure**  
The **Insured** having notified the **Insurer** of their intention to insure all property which they own or for which they are responsible situate within the **United Kingdom** with the **Insurer** (unless otherwise agreed in writing by the **Insurer**) from the inception date of this **Section** of the **Policy** and it being the **Insured's** belief that all such property is insured then the **Insurer agrees to extend cover under this Section so that if subsequently any such property is found to have** inadvertently been left uninsured by the **Insured** during the **Period of Insurance** then the **Insurer** will deem such property to be insured by this **Section**, provided that  
a) the maximum liability of the **Insurer** for any one claim shall not exceed  
i. £1,000,000 in respect of any one **Building** occupied solely for office, retail or residential purposes  
ii. £500,000 in respect of any one **Building** occupied for any other purposes, or  
iii. £250,000 in respect of any one **Unoccupied Building**  
b) the **Insured** carry out at not less than 12 monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the **Insured** or for which the **Insured** are responsible;  
c) the **Insured** shall give details in writing as soon as practically possible an omission is discovered and within 30 days of the date of discovery shall provide the **Insurer** with the **Sums Insured** to apply for any such property and effect specific cover retrospective to such date and pay the appropriate additional premium;  
d) in respect of any **Buildings** purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the **Property** Insured or the amount of the **Damage** at the time of the **Damage** less an appropriate deduction for wear and tear and prior depreciation and in respect of any **Premises** due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the **Buildings**  
e) this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired **Buildings** or Capital Additions Basis of Settlement Adjustments or in respect of any appreciation in value;  
f) the value of the property which has been inadvertently omitted shall for the purpose of Underinsurance (Average) be added to the **Sum Insured** on the item to which the **Property** relates or in the case of Reinstatement (Day One Basis) the **Declared Value**.

## 22. Index Linking

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

For **Buildings**, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or for **Residential Property** the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index the Insurer decides upon) will be used. For **Contents** and other **Property** shown and/or described in the **Schedule**, the Retail Price Index (or some other suitable index the **Insurer** decides upon) will be used

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

## 23. Insurance Premiums

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

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

## 24. Insurer's Option to Rebuild

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

## 25. Leased and Rented Premises

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

Provided that

- a) a valid and enforceable agreement is in force;
- b) the **Insured** has obtained written confirmation from the **Tenant** lessee or occupier and their **Insurers** at the inception of any such agreement that insurance is in force providing at least the extent of cover provided by this **Section** and carry out at not less than 12 month intervals a check to ensure that effective insurance is in force for all such **Buildings**;
- c) the **Insured** advise the **Insurer** as soon as practically possible in writing they become aware of any **Buildings** inadvertently left uninsured and within 30 days of discovery of the failure to insure the **Insured** will provide the **Insurer** with the sums insured to apply, arrange insurance with the **Insurer** and pay the appropriate premium due from the date the liability of the **Insurer** commenced;
- d) this insurance shall apply in respect of claims arising directly from a contingency specified in the agreement but only in so far as such contingencies are also insured by this **Section** and not otherwise excluded;
- e) in respect of any **Buildings** purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the **Property** Insured or the amount of the **Damage** at the time of the **Damage** less an appropriate deduction for wear and tear and prior depreciation and in respect of any **Premises** due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the **Buildings**.
- f) The **Insurer** shall not be liable
  - for the amount of any **Excess**;
  - where the lessee's policy fails due to any breach of any condition or warranty contained within the lessee's policy and as a result of the action of the landlord;
  - where any **Damage** has been declined by any **Insurer** or made the subject of requirements which have not been completed;
  - due to the failure of the lessee to make or pursue a legitimate insurance claim;
- g) this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments
- h) the maximum liability of the **Insurer** for any one claim shall not exceed:-
  - i. £1,000,000 in respect of any one **Building** occupied solely for office, retail or residential purposes;
  - ii. £ 500,000 in respect of any one **Building** occupied for any other purposes, or
  - iii. £ 250,000 in respect of any one **Unoccupied Building** or **Buildings** undergoing or awaiting refurbishment or redevelopment;but in no case shall the liability of the **Insurer** exceed the difference between the amount payable under the insurance effected by the landlord or lessee or other party or any other insurance on the **Premises** and the total cost of reinstatement as provided by this **Section**.

26. **Loss Minimisation and Prevention Expenditure**

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

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

Provided that

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

27. **Managing Agents - Professional Fees**

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

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

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

28. **Metered Supplies**

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

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

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

29. **Newly Acquired Buildings**

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

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

Provided that

- a. the **Insured** shall give details in writing of such **Premises** as soon as reasonably practicable and shall effect specific cover retrospective to such date of exchange or date of practical completion and pay the appropriate additional premium;
- b. this cover shall operate for a maximum period of 30 days from the date the **Insured** acquired their interest in the **Premises**;
- c. this insurance shall not apply in respect of any cause or cover otherwise excluded from this **Section**;
- d. the maximum liability of the **Insurer** for any one claim shall not exceed:-
  - i. £1,000,000 in respect of any one **Building** occupied solely for office, retail or residential purposes;
  - ii. £ 500,000 in respect of any one **Building** occupied for any other purposes; or
  - iii. £250,000 in respect of any one **Unoccupied Building**;
- e. in respect of any **Buildings** purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the **Property** Insured or the amount of the damage at the time of the damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any **Premises** due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the **Buildings**.
- f. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments

30. **Obsolete Building Materials**

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

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

- a) 10% of the **Declared Value** of such **Buildings** in respect of such additional costs  
or
- b) the **Sum Insured** at each separate **Premises** or the Total **Sum Insured** or any other limit of liability in this **Section** whichever is the less at the time of any **Damage** in any one **Period of Insurance**.

31. **Partial Damage**

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

32. **Preservation of Undamaged Property**

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

33. **Privity of Contract**

The insurance provided by this **Section** is extended to provide indemnity to the **Insured** in respect of **Premises** in the **United Kingdom**:-

1. against legal liability as former landlord or **Tenant** to any current landlord or **Tenant** to insure repair or reinstate **Damage** to the **Buildings** of **Premises** which
    - a. arises solely through the Landlord and Tenant (Covenant) Act 1995; and
    - b. arises from a breach by any current landlord or **Tenant** of its obligations under a lease to insure repair or reinstate **Damage** by any of the causes or covers insured by this **Section** to any Assigned **Premises** such that the **Insured** is also thereby in breach of these obligations; and
    - c. arises out of any claim which is first made in writing to the **Insured** during the **Period of Insurance** and notified to the Insurer during or within 30 days after expiry of the same **Period of Insurance**
  2. against legal liability for claimants costs and expenses in connection with 1. above in respect of
    - a. costs of legal representation at proceedings in any court arising out of any occurrence specified in 1. above which may be the subject of indemnity under this Basis of Settlement Adjustment
    - b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under above incurred with the written consent of the Insurer provided that the indemnity shall not apply to legal liability arising from any cause happening before the retroactive date which shall be the inception date of this **Section** of the **Policy** unless stated otherwise in the **Schedule**
    - c. the liability of the Insurer including the costs and expenses of the claimant and the costs and expenses (incurred with the written consent of the Insurer) of the **Insured** in respect of any one claim for **Buildings** shall not exceed in respect of any one **Premises** or in the aggregate in any one **Period of Insurance** £2,000,000 or as specified in the **Schedule**
    - d. notwithstanding proviso b. above in no case shall the liability of the **Insurer** exceed the lesser of
      - (i) the difference between
        - (a) the amount payable under any insurance effected by any other landlord former landlord **Tenant** former **Tenant** or any other insurance of this type and
        - (b) the total cost of insurance repairs or reinstatement as provided by this **Section** except that if at the date of the occurrence or event giving rise to such liability the Assigned **Premises** are undergoing or awaiting refurbishment redevelopment renovation or demolition, then the liability of the **Insurer** shall not exceed the lesser of
      - (ii) the difference between
        - (a) the amount payable under any insurance effected by any other landlord former landlord **Tenant** former **Tenant** or any other insurance of this type and
        - (b) the amount payable calculated as being the value of the **Property** Insured or the amount of the **Damage** at the date of the **Damage** less an appropriate deduction for wear and tear and prior depreciation and in respect of any **Premises** due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Assigned **Premises**
- but in no case under c. (i) or (ii) above shall the **Insurer's** liability exceed the rateable portion of the **Damage** calculated according to the number of persons (whether or not insured) who have at the time held or who hold the reversion of the lease of the Assigned **Premises**

- e. the **Insured** must take all practical steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or **Tenant** of the Assigned **Premises** following disposal
- f. the **Insurer** shall not be liable for the costs of remedying the presence of **asbestos, asbestos** dust or **asbestos** containing materials
- g. cover under this Basis of Settlement Adjustment shall cease upon any of the following events
  - the current landlord or **Tenant** entering into a new lease with the successors in title
  - the existing lease been assigned to the new successors in title
  - the **Buildings** being sold or disposed of by the successors in title

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

34. **Reinstatement on another site**

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

35. **Reinstatement to Match**

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

Cover also extends to include

- i. the cost of replacement or modification of undamaged **Property** (other than Stock) insofar as it is necessary to adapt it to operate in conjunction with lost destroyed or **Damaged Property** which has been replaced repaired or restored;
- ii. the cost of replacement repair or modification of undamaged parts of a **Building** that form part of a matching set of articles or suite of common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part

Provided that

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

36. **Removal of Debris – Tenants and Contents**

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

The **Insurer** will not pay for any costs:-

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

37. **Removal of Wasp and Bee Nests**

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

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

38. **Replacement of Locks and Keys**

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



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

Where as a result of **Damage** the **Buildings** of a **Residential Property** are rendered uninhabitable or access is prevented to such **Residential Property** the Insurer will reimburse the **Insured** in respect of:-

- a) the reasonable additional costs of comparable accommodation incurred by the owner lessee or **Tenant** and temporary storage of **Residents** furniture (including the costs of accommodation in kennels and/or catteries for **Residents** dogs and/or cats if dogs and/or cats are not permitted in such **Residents** alternative accommodation);
- b) the loss of **Rent** paid or payable to the **Insured** by **Tenants** for accommodation provided and **Services** rendered including service and management charges at the **Premises**

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

Provided that

- i. cover for such costs shall only apply to the extent that such costs are not otherwise insured;
- ii. the maximum period during which payment under this extension will be made shall not exceed 36 calendar months from the date of the **Damage** unless agreed otherwise by the **Insurer** in writing;
- iii. the liability of the **Insurer** under this extension shall not exceed in total 35% of the **Sum Insured** applying to the **Residential Property** or to the parts of the **Residential Property** Damaged.

Terms of the contrary elsewhere in this **Section** are over-ridden as follows in respect of those costs and such **Rent** to which this extension applies

Such costs and loss of **Rent** shall apply in addition to the Total **Sum Insured** or for each item its individual **Sum Insured** or any other limit of liability in this **Section**

40. **Seventy Two Hours Clause**

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

41. **Sprinkler Installation Upgrading Costs**

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

Provided that

1. the amount recoverable excludes any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with the requirements of the **Insurer**
2. the liability of the **Insurer** in respect of any one claim shall in no case exceed:-
  1. 20% of the **Sum Insured** on the item including such sprinkler installation or the **Sum Insured** at each separate **Premises**; or
  2. the Total **Sums Insured** or any other limit of liability in this **Section** whichever is the less at the time of any **Damage** in any one **Period of Insurance**

42. **Temporary Removal**

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

The **Insurer(s)** will not pay for

- a) such **Property** more specifically insured
- b) **Damage** to vehicles licensed for road use, in so far as they are insured by this **Section**, occurring elsewhere than at the **Premises** from which such vehicles are removed
- c) more than 10% of the **Sum Insured** for each item covered, for **Damage** occurring elsewhere than at the **Premises**.

43. **Temporary Removal – Documents**

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

The **Insurer** will not pay for

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

44. **Theft Damage to Buildings**

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

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

45. **Trace and Access**

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the **Insurer** will pay the costs necessarily incurred by the **Insured** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of £75,000 any one claim.

46. **Tree Felling and Lopping**

Cover includes costs incurred by the **Insured**, up to an amount of £10,000 any one claim, in removing or lopping trees which are an immediate threat to the safety of life or of **Damage** to the **Property** Insured

The **Insurer** will not pay for

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

47. **Unauthorised Use of Supplies**

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

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

48. **Underinsurance (Average)**

The **Sums Insured** by

- a) any items for **Buildings** or **Contents** are declared to be separately subject to Average. This means that if the **Declared Value** at each separate **Premises** is less than the **Day One Rebuilding Value** at the time of the **Damage** the **Insurer(s)** liability for any loss shall be limited to that proportion of the amount otherwise payable which the **Declared Value** bears to the **Day One Rebuilding Value**. If the loss is settled under the Indemnity Basis of Settlement the **Declared Value** shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the **Sum Insured**
- b) any other items of the Property Insured (other than any **Sum Insured** or **Limit of Liability** applying solely to **Rent**, **Fees** or **Removal of Debris**) are declared to be separately subject to Underinsurance (Average)

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

49. **Value Added Tax**

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

Provided that

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

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

- a) for the purpose of any condition of Underinsurance (Average) rebuilding costs shall be exclusive of Value Added Tax;
- b) the liability of the **Insurer** may exceed the **Sum Insured** by an individual item on **Buildings** or in the whole the

Total **Sum Insured** where such **Excess** is solely in respect of Value Added Tax

## Section Conditions

### 1. Precautions

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

### 2. Alteration

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

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

### 3. Unoccupied Buildings

It is a condition precedent to the liability of the **Insurer** to pay claims that:-

- A the **Insured** must notify the **Insurer** as soon as they become aware that any **Buildings** are or are to become **Unoccupied**. The **Insurer** will notify the **Insured** of the terms and conditions to apply to such **Buildings** and the **Insured** may be required to pay an additional premium
- B in respect of any **Buildings** that are **Unoccupied** or become **Unoccupied** after the commencement of cover under this **Section** until such **Buildings** again become occupied the **Insured** or their nominees must:-
  - a. turn off electricity gas and water supplies at the mains and drain down all water systems except those
    - i. connected to an automatic fire alarm or intruder alarm installations
    - ii. connected to automatic sprinkler installations or other fire suppression systems
    - iii. necessary for the purpose of securing tenancy
    - iv. necessary for use by contractors' working at the **Premises**
    - v. necessary to maintain a level of heating sufficient to prevent freezing of automatic sprinkler installations
    - vi. necessary to maintain a central heating system at an ambient temperature of not less than seven degrees Celsius
  - b. maintain automatic sprinkler installations and other fire suppression systems automatic fire alarm and intruder alarm installations and keep them fully operational
  - c. secure the **Buildings** and all points of access against entry by intruders and put all protective and locking devices and any intruder alarm installations into full and effective operation
  - d. remove all waste unfixed combustible materials and gas bottles from the interior of the **Buildings** including any communal parts and from any external areas owned by the **Insured**
  - e. carry out an internal and external inspection of the **Buildings** at least once every 14 days and
    - i. maintain a record of such inspections
    - ii. ensure that any defects in the condition or state or repair of the **Buildings** or defects in security or alarm or fire protection installations are rectified remedied or repaired immediately
  - f. notify the **Insurer** as soon as practically possible if the **Buildings** are to occupied by contractors for renovation alteration or conversion purposes
  - g. complete any risk improvements put forward by the **Insurer** within the time scale specified

unless the **Insurer** agrees otherwise in writing.

### 4. Non Invalidation

This insurance shall not be invalidated

- a. by repairs, structural and other alterations of a minor nature and general maintenance work being undertaken at the **Premises**;
- b. by any increase in risk of **Damage** resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor but this shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if the **Insurer** be notified as soon as practically possible on the party becoming aware of the increase in risk and the payment of any reasonable additional premium.

### 5. Additional Claims Conditions

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

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

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

### 6. Reinstatement

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

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

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

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

8. **Subrogation**

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

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

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

9. **Arbitration**

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

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

10. **Change of Occupancy**

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

11. **Declaration**

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

12. **Contribution and Under-insurance (Average)**

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

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

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

## 2. LOSS OF RENT EVENTS SECTION

### Section Definitions

#### **Business Interruption**

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

#### **Unoccupied**

Any period of time exceeding 90 consecutive days during which the **Insured** and/or **Tenant** of the **Insured** are not inhabiting and/or trading from the **Premises**

#### **Indemnity Period**

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

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

B. For **Unoccupied Premises**

i. which are not let but are tenable and for which there is evidence of an agreement with a prospective **Tenant**

The period beginning with the date upon which but for the **Damage Rent** would have commenced to be payable and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**;

ii. which are not let but are tenable but for which there is no evidence of an agreement with a prospective **Tenant**

The period beginning with the date upon which but for the **Damage** it is anticipated that **Rent** would have commenced to be payable and ending not later than:-

- a. the date upon which the building or that part of the **Building Damaged** is restored to its pre-damaged condition and is capable of direct occupation, or
- b. the **Maximum Indemnity Period** thereafter

whichever is the earlier during which the results of the **Business** shall be affected in consequence of the **Damage**.

#### **Maximum Indemnity Period**

The period shown in the **Schedule**.

## Loss of Rent Events Cover

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

### Events

1. **Fire**, excluding **Damage** caused by:-
  - a. explosion resulting from fire
  - b. earthquake or subterranean fire
  - c. its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat**Lightning**  
**Explosion**
  - a. of boilers used for domestic purposes only
  - b. of any other boiler or economiser on the **Premises**
  - c. of gas used for domestic purposes only but excluding any **Damage** caused by earthquake or subterranean fire.
2. **Explosion**, excluding **Damage**
  - a. caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the **Premises**) belonging to the **Insured** or under the control of the **Insured**, in which internal pressure is due to steam only;
  - b. by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3. **Aircraft** or other aerial devices or articles dropped from them, excluding **Damage** caused by pressure waves or caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. **Riot, Civil Commotion, strikers, locked out workers, persons taking part in labour disturbances or Malicious Persons**, excluding **Damage**
  - a. arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b. arising from cessation of work;
  - c. arising from deliberate erasure. Loss, distortion or corruption of information on computer systems or other records, programs or software.
5. **Earthquake**
6. **Subterranean Fire**
- 7a **Storm** excluding **Damage** caused by:-
  - i. the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam;
  - ii. inundation from the sea;whether resulting from storm or otherwise
  - b. attributable solely to change in the water table level
  - c. caused by frost subsidence **Ground Heave** or **Landslip**
  - d. **Damage** in respect of fences, gates and moveable property in the open unless caused by falling trees or there is **Damage** to the structural parts of the **Buildings** at the same time.
- 7b **Flood** excluding **Damage**
  - a. caused by
    - i. frost subsidence **Ground Heave** or **Landslip**
    - ii. bursting or overflowing of water tanks apparatus or pipes
    - iii. storm
  - b. **Damage** in respect of fences, gates and moveable property in the open of in transit unless there is **Damage** to the structural parts of the **Buildings** at the same time
  - c. **Damage** attributable solely to change in the water table level.
8. **Escape of Water from any tank, apparatus or pipe**, excluding **Damage** caused by water discharged or leaking from any automatic sprinkler installation.
9. **Impact** by any road vehicle or animal.
10. **Sprinkler Leakage**  
Accidental escape of water from any automatic sprinkler installation in the **Premises**, excluding **Damage** caused by:-
  - a. freezing whilst the building in so far as it is in the **Insured's** ownership or tenancy is **Unoccupied**
  - b. explosion, earthquake, subterranean fire or heat caused by fire.
11. **Accidental Damage**  
excluding
  - a. **Damage** caused by or arising from or attributable to:-
    - i. any of the Events;
    - ii. any of the exclusions to the Events

specified in Events 1-10, 12-14 whether Events 1-10, 12-14 are insured or not.

- b. **Damage** caused by or consisting of
    - i. inherent or latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials  
but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded;
    - ii. faulty or defective workmanship by the **Insured** or any **Employees** of the **Insured**;
    - iii. operational error or omission by the **Insured** or any **Employees** of the **Insured** but this shall not exclude such **Damage** not otherwise excluded which itself results from Events 1 - 10, or subsequent **Damage** which itself results from a cause not otherwise excluded;
    - iv. acts of fraud or dishonesty by any partner, director or **Employee** of the **Insured** but this shall not exclude such **Damage** not otherwise excluded which itself results from Events 1 – 10.
  - c. **Damage** caused by or consisting of:-
    - i. corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, vermin or insects;
    - ii. theft or attempted theft (but this shall not exclude theft or attempted theft of a building or part of a building provided that at the time of the **Damage** there shall be in force insurance against such **Damage** under the **Property Damage Section** of this Policy) or **Damage** consisting of
    - iii. 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;
    - iv. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates;or **Damage** caused by
    - v. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications **Services**but this shall not exclude such **Damage** not otherwise excluded which itself results from Events 1 - 10 or from any other accidental loss, destruction or **Damage** which itself results from a cause not otherwise excluded.
  - d. loss resulting from pollution or contamination, but this shall not exclude loss resulting from destruction of or **Damage** to property used by the **Insured** at the **Premises** for the purpose of the **Business**, not otherwise excluded, caused by:-
    - i. pollution or contamination at the **Premises** which itself results from Events 1– 10;
    - ii. any of Events 1 - 10 which itself results from pollution or contamination.
  - e. **Damage** caused by or consisting of:-
    - i. Subsidence, **Ground Heave** or **Landslip**, unless resulting from Events 1, 2, 5, 6 or 8
    - ii. Settlement or bedding down of new structures.
  - f. **Damage** arising directly or indirectly from:-
    - i. disappearance unexplained or inventory shortage or the misfiling or misplacing of information;
    - ii. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances or civil commotion, or malicious persons;
    - iii. other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, unless resulting from Events 1 - 10 in so far as they are not otherwise excluded;
  - g. loss resulting from destruction of or **Damage** to any building or structure used by the **Insured** at the **Premises** caused by its own collapse or cracking, unless resulting from Events 1 - 10 in so far as they are not otherwise excluded
  - h. **Damage** in respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust unless there is **Damage** to the structural parts of the **Buildings** at the same time
  - i. **Damage** resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but this shall not exclude such **Damage** caused by fire or explosion
  - j. **Damage** in respect of
    - i. glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects;
    - ii. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
    - iii. property or structures in course of construction or erection and materials or supplies in connection with all such property or structures;
    - iv. land, piers, jetties, bridges, culverts or excavations;
    - v. livestock or growing cropsbut this shall not exclude such **Damage** caused by Events 1 - 10 in so far as they are not otherwise excluded
12. **Theft or attempted theft** excluding
- a. **Damage** which does not involve entry to or exit from a building or part of a building by forcible and violent means or by actual or threatened assault or violence or use of force at the **Premises** against the **Insured** or any **Employee** of the **Insured** or any other person lawfully on the **Premises** (but this shall not exclude theft or attempted theft of a building or part of a building provided that at the time of the damage there shall be in force insurance against such damage under the **Property Damage Section** of this Policy)
  - b. **Damage** expedited or in any way brought about by the **Insured** or any partner director or **Employee** of the **Insured** or any other person lawfully on the **Premises**; **Damage** to **Money** bonds or securities of any description
  - c. **Damage** to property in transit.
13. **Subsidence or ground heave** of any part of the site on which the building stands or **Landslip** excluding

- a. **Damage** in respect of walls gates fences roads car parks yards paved areas pavements footpaths and other surfaced areas unless a building used by the **Insured** at the same **Premises** is **Damaged** by the same cause at the same time;
- b. **Damage** resulting from
  - i. the **Settlement** or movement of made-up ground
  - ii. coastal or riverbank erosion
  - iii. defective design or workmanship or the use of defective materials
- c. **Damage** caused by
  - i. Subsidence, **Ground Heave** or **Landslip** resulting from Events 1, 2, 5, 6, 8 or 14
  - ii. **Settlement** or bedding down of new structures
- d. **Damage** which commenced prior to the inception of this Event
- e. **Damage** occurring as a result of demolition construction structural alteration or repair of any property or as a result of groundworks or excavation at the same **Premises**.

Provided that

Unless the **Insurer** agrees in writing cover shall be avoided where demolition construction groundworks or excavation on the same **Premises** or on any adjoining site increases the risk of **Damage**.

14. **Escape of Oil** from any fixed heating installation excluding:
  - a. **Damage** in respect of any building or property in any building which is **Unoccupied**
  - b. **Damage** unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the **Period of Insurance**;
  - c. the value of the oil lost.



## Section Exclusions

This **Section** does not cover:

1. Loss or **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
2. Loss or **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure
  - i. correctly to recognise any date as its true calendar date
  - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the **Insurer** will pay for subsequent **Damage** which is not otherwise excluded and which itself results from Events 1-10 and 12-14.

## Basis of Settlement

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

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

Provided that

- a. this insurance shall not apply in respect of any item on **Rent** unless at the time of the **Damage** there is in force an insurance covering the interest of the **Insured** in the **Premises** where the **Damage** has occurred and
  - i. payment shall have been made or liability admitted under such insurance, or
  - ii. payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amountexcept that this proviso shall not apply in respect of any item on **Rent** where another party (not being the **Insured**) is responsible for insuring the **Premises** by virtue of lease or other contractual arrangements
- b. the **Insurer** will not pay the **Insured** for
  - i. additional expenditure exceeding the loss of **Rent** thereby avoided
  - ii. legal fees or other charges payable by any new **Tenant** acquired in re-letting the **Premises** in consequence of the **Damage**
  - iii. any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or may be reduced

## Limit of Liability

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

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

Irrespective of the number of insured parties the total liability of the **Insurer** to all of the insured parties collectively in respect of any of the Covers insured by this **Section** shall not exceed the total **Sum Insured** or in respect of any item its **Sum Insured** or any other stated limit of liability. Any payment or payments by the **Insurer** to any one or more insured party shall reduce to the extent of that payment the liability of the **Insurer** to all parties arising from any one event giving rise to a claim under this **Section**.

## Basis of Settlement Adjustments

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

### 1. Accountants and Legal Fees

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

- a. their auditors or professional accountants for producing such information as may be required by the **Insurer** under the terms of the Additional Claims Conditions and for reporting that such information is in accordance with the **Insured's** accounts
- b. their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

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

### 2. Additional Increase in Costs of Working

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

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

### 3. Alternative Premises

If during the **Indemnity Period** accommodation shall be provided or **Services** rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by the **Insured** or by others on behalf of the **Insured**, the **Money** paid or payable for such accommodation or **Services** shall be taken into account in arriving at the **Rent** during the **Indemnity Period**.

### 4. Automatic Reinstatement of Sum Insured

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

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

### 5. Book Debts

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

The most the **Insurer** will pay for any one claim is £25,000 (unless specified otherwise in the **Schedule**)

The following **Definitions** apply in respect of this cover:-

#### Geographical Limits

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

#### Insured's Records

The **Insured's** books of account or other **Business** books or records

#### Outstanding Debit Balances

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

- a. bad debts
  - b. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the **Insured's** books at the time of the event) to customers' accounts in the period between the date to which the total last recorded relates and the date of the **Damage**
  - c. any abnormal condition of trade which had or could have had a material effect on the **Business**
- so that the adjusted figures represent as near as reasonably practicable results which but for the **Damage** the **Insured** would have obtained at the date of the **Damage** had the **Damage** not occurred

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

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

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

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

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

Provided that

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

6. **Break Clause**

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

## Section Extensions

1. **Buildings Awaiting Sale**

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

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

Provided that

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

2. **Capital Additions**

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

- a. the maximum liability of the **Insurer** for any one claim shall not exceed
  - i. 20% of the Total **Sum Insured** for each item covered, or
  - ii. £1,000,000 in respect of any one **Premises** occupied solely for office, retail or residential purposes
  - iii. £500,000 in respect of any one **Premises** occupied for any other purposes, or
  - iv. Not Applicable in respect of any **Unoccupied Premises** whichever is the less at any one **Premises**
- b. the **Insured** shall give details of such alterations and additions to the **Insurer** within 6 calendar months of the commencement date of the **Insured's** interest in such **Rent** and effect specific cover retrospective to such date and pay the appropriate additional premium;
- c. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired **Buildings** or Inadvertent Omission to Insure Basis of Settlement Adjustments.

3. **Contracting Purchasers Interest**

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

4. **Current Cost Accounting**

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

5. **Inadvertent Omission to Insure**

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

- a. the maximum liability of the **Insurer** any one claim shall not exceed
  - i. £500,000 in respect of any one **Premises** occupied solely for office, retail or residential purposes
  - ii. £250,000 in respect of any one premises occupied for any other purposes, or
  - iii. Not Applicable in respect of any one **Unoccupied Premises**.
- b. the **Insured** carry out at not less than 12 month intervals a check to ensure that effective insurance is in force for all property which they own or for which they are responsible
- c. the **Insured** shall give details in writing as soon as practically possible an omission is discovered and within 30 days of the date of discovery shall provide the **Insurer** with the **Rent Sum insured** to apply and effect specific cover retrospective to such date and pay the appropriate additional premium.
- d. the value of the property which has been inadvertently omitted shall for the purpose of the Underinsurance (Average) Basis of Settlement Adjustment be added to the **Sum Insured** on the item to which the premises relates
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired **Buildings** or Capital Additions Basis of Settlement Adjustments or in respect of any appreciation in value

6. **Loss of Investment Income on Late Payment of Rent**

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

Provided that

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

7. **Newly Acquired Premises**

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

- i. from the date of exchange of contracts for **Premises** newly acquired by the **Insured**
- ii. from the date of practical completion for **Premises** previously insured under a construction policy in the **United Kingdom** to the extent that the **Insured's** interest is not protected by any other or more specific insurance  
Provided that
  - a. the **Insured** shall give details in writing of such **Premises** as soon as reasonably practicable and shall effect specific cover retrospective to such date of exchange or date of practical completion and pay the appropriate additional premium
  - b. this cover shall operate for a maximum period of 30 days from the date the **Insured** acquired their interest in the **Premises**
  - iii. this insurance shall not apply in respect of any cause or cover otherwise excluded from this **Section**
  - iv. the maximum liability of the **Insurer** for any one claim shall not exceed:-
    - i. £500,000 in respect of any one **Premises** occupied solely for office, retail or residential purposes
    - ii. £250,000 in respect of any one **Premises** occupied for any other purposes, or
    - iii. Not Applicable in respect of any one **Unoccupied Premises**.
  - v. Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments.

8. **Payments on Account**

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

9. **Relocation of Tenants**

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

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

10. **Rent Free Period**

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

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

In respect of the cost of re-letting such costs and expenses which are necessarily and reasonably incurred during the **Rent Free Period** shall be regarded as having been incurred during the **Indemnity Period**. When assessing the amount of any charge or expense ordinarily payable out of **Rent** which shall cease or reduce the sum saved during the **Rent Free Period** shall be deducted from the amount otherwise payable.

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

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

Subject to

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

11. **Seventy Two Hours Clause**

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

12. **Service Charges and Other Charges**

**Rent** is deemed to include

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

13. **Trends and Variations**

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

14. **Underinsurance (Average)**

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

For the purpose of this Condition Calculated **Rent** means for occupied **Premises** or occupied parts of **Premises** the amount of the actual annual **Rent** at commencement of the **Period of Insurance** plus increases as a result of **Rent** reviews known to be due during such **Period of Insurance** proportionately increased when the **Maximum Indemnity Period** exceeds 12 Months.

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

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

15. **Value Added Tax**

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

16. **Managing Agents Premises**

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

Provided that

1. such loss of **Rent** is not insured by any other policy;
2. such loss of **Rent** is not paid to the **Insured** as a direct result of the **Damage**;
3. **Rent** is not outstanding for more than 120 days in excess of its due date;
4. the **Insured** take all practical steps to recover rent receivable and repay to the **Insurer** all sums paid to the **Insured** under this Extension which they later recover;
5. the **Insurer** shall not be liable under this Extension for more than the limit stated below in respect of any one claim.  
Limit; 10% of the **Sum(s) Insured** by the relevant items or £500,000 whichever is the less unless specified otherwise in the **Schedule**.

17. **Denial of Access – Damage**

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

Provided that the **Insurer** shall not be liable under this Extension for more than the limit stated below in respect of any one claim.  
Limit; 200% of the **Sum Insured** by any **Rent** item, 100% of the **Sum Insured** by any other item, unless specified otherwise in the **Schedule**.

18. **Denial of Access - Non Damage**

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

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

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

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

1. any prevention hindrance or use of the **Premises** which does not last for at least 4 consecutive hours
2. more than the limit stated below in respect of any one claim.  
Limit; £50,000 unless specified otherwise in the **Schedule**

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

19. **Loss of Attraction - Leased premises**

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

- a) **Damage** shall exclude obstruction of roads, streets and the like by weather or climatic conditions
- b) the **Maximum Indemnity Period** shall not exceed 3 months
- c) the **Insurer** shall not be liable under this Extension for more than the limit stated below in respect of any one claim.  
Limit; 10% of the **Sum(s) Insured** by the relevant items or £500,000 whichever is the less unless specified otherwise in the **Schedule**.

20. **Loss of Attraction - Unleased Premises**

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

Provided that

- a) **Damage** shall exclude obstruction of roads, streets and the like by weather or climatic conditions
- b) the **Maximum Indemnity Period** shall not exceed 3 months
- c) the **Insurer** shall not be liable under this Extension for more than the limit stated below in respect of any one claim.  
Limit 10% of the **Sum(s) Insured** by the relevant items or £100,000 whichever is the less unless specified otherwise in the **Schedule**.

21. **Supply Undertakings**

A. **Damage** to property at any land based **Premises**;

B. **Damage** to property comprising any land based connecting cable pipe or pylon to the terminal connecting point at the **Premises**

of any supply undertaking service provider or producer in the **United Kingdom** from which the **Insured** obtains electricity (including generating stations or sub-stations)

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

ii. gas (including any natural gas producer linked directly therewith)

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

iii. water (including works and pumping stations)

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

iv. telecommunications **Services**

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

Provided that

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

22. **Documents**

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

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

23. **Failure of Supply**

Accidental failure of supply of:-

- i. electricity at the terminal ends of the service provider's feeders at the **Premises**

- Limit; 10% of the **Sum(s) Insured** by the relevant items or £1,000,000 whichever is the less unless specified otherwise in the **Schedule**;
- ii. gas at the service provider's meters at the **Premises**  
Limit; 10% of the **Sum(s) Insured** by the relevant items or £1,000,000 whichever is the less unless specified otherwise in the **Schedule**;
- iii. Water at the service provider's main stop cock serving the **Premises**  
Limit; 10% of the **Sum(s) Insured** by the relevant items or £1,000,000 whichever is the less unless specified otherwise in the **Schedule**;
- iv. telecommunications **Services** at the incoming line terminals or receivers at the **Premises**  
Limit; 10% of the **Sum(s) Insured** by the relevant items or £1,000,000 whichever is the less unless specified otherwise in the **Schedule**.

Provided that

- a) the **Insurer** shall not be liable for any loss of Rent receivable which does not involve a cessation of supply for at least 4 consecutive hours and at least 12 consecutive hours in respect of the supply of telecommunications **Services**.
  - b) the **Insurer** shall not be liable for any claim resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or **Services** not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system.
  - c) in respect of the supply of telecommunications **Services** the **Maximum Indemnity Period** shall not exceed 3 months;
  - d) the **Insurer** shall not be liable for any claim resulting from failure caused by
    - i. strikes or any labour or trade dispute
    - ii. drought
    - iii. other atmospheric or weather conditions but this shall not exclude failure due to damage caused by such conditions;
  - e) the **Insurer** shall not be liable for any loss of Rent receivable caused by or arising from or attributable to the failure of any overhead transmission and distribution lines and their supporting structures other than those within 1 mile of the **Premises**;
  - f) this extension excludes loss of Rent receivable as insured under the Supply Undertakings extension.
24. **Exhibition Sites**  
**Damage** to property at any exhibition site within the **United Kingdom** Provided that
- i. such exhibition site is not under canvas or in the open;
  - ii. the **Insurer** shall not be liable under this Extension for more than the limit stated below in respect of any one claim  
Limit; £25,000 unless specified otherwise in the **Schedule**.

25. **Specified Illness, Vermin, Pest, Defective Sanitation, Murder or Suicide**

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

**Section Contingencies**

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

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

**Specified Illness**

An illness sustained by any person resulting from

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

**Legionellosis**

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

**Indemnity Period**

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

In respect of all other contingencies:

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

Provided that

- 1. the **Insurer** shall not be liable in respect of Costs incurred in cleaning repair replacement recall or checking of property;
- 2. the **Insurer** shall only be liable for loss arising at those **Premises** which are directly affected by any Contingency;
- 3. the **Insurer** shall not be liable in respect of any other Business Interruption Extensions;



4. the **Insurer** shall not be liable in respect of the provisions of any automatic reinstatement extension which will not apply in respect of any of these Contingencies
5. the **Insured**, in so far as is practical, shall ensure compliance with the Health and Safety Commission' Approved Code of Practice "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary, replacement or amending Code of Practice;
6. the **Insurer** shall not be liable in respect of any one claim for more than the limit stated below  
Limit; £250,000 unless specified otherwise in the **Schedule**.

## Section Conditions

### 1. Alteration

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

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

### 2. Additional Claims Conditions

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

- a. within 30 days after such **Damage** (7 days in the case of Damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow in writing, full information in writing of the **Damage**
- b. not later than 30 days after the expiry of the Indemnity Period or such further time as the Insurer may allow in writing, full information in writing of the particulars of the claim together with details of all other policies covering the **Premises** for the purpose of the **Business** or any part of the **Business** and the amount of any resulting **Damage**
- c. such books of account and other **Business** books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the **Insurer** may reasonably require for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected with it
- d. with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss

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

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

### 3. Contribution

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

### 4. Subrogation

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

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

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

### 5. Arbitration

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

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

### 6. Declarations

The **Insured** may at the **Insured's** option provide the **Insurer** with a declaration confirmed by the **Insured's** auditors or professional accountants of the **Rent** earned during the financial year most nearly concurrent with an expired **Period of Insurance**. If any **Damage** has occurred giving rise to a claim for loss of **Rent**, such declaration will be increased by the Insurer for the purpose of premium adjustment by the amount by which the **Rent** was reduced during such financial year solely in consequence of such **Damage**. If such declaration of **Rent** is proportionately increased where the maximum Indemnity Period exceeds 12 months is less than the **Sum Insured on Rent** for the relative **Period of Insurance** the **Insurer** will allow a pro rata return of premium not exceeding 50% of the premium paid



### 3. EMPLOYERS LIABILITY SECTION

#### Section Definitions

1. **An Act of Terrorism**  
An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
2. **Business**  
The **Business** specified in the **Schedule** and conducted solely from the **United Kingdom** and including:-
  - A. the ownership repair and maintenance of premises used in connection therewith
  - B. the provision and management of canteen social sports or welfare organisations for the benefit of **Employees** and the ambulance first aid fire medical and security services of the **Insured**
  - C. the execution of private duties by **Employees** for any director partner or senior official of the **Insured**;
  - D. the repair and/or servicing of the **Insured's** motor vehicles;
  - E. the training or retraining of any **Employee** at Government or other training centres;
  - F. participation at trade shows or exhibitions by the **Insured**;
  - G. sponsorship by the **Insured** of sporting charity literary and theatrical events and competitions;
  - H. provision of nursery crèche or child care facilities where incidental to the **Business**;
  - I. provision of car parking for the benefit of **Employees**, customers and visitors.
3. **Injury**  
Bodily **Injury** death disease illness mental injury mental anguish or nervous shock.
4. **Offshore Installations**
  - A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
  - B. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
  - C. Any pipe or system of pipes in the sea or tidal waters;
  - D. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in A., B. or C. above.
5. **Territorial Limits**
  - A. The **United Kingdom**;
  - B. Elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the **United Kingdom** and caused whilst such **Employee** is temporarily employed outside the **United Kingdom** provided that any action for compensation in respect of such **Injury** is brought in a court of law within the **United Kingdom** or any other member country of the European Union.

## Employers' Liability Cover

- A. **The Insurer** agree to indemnify **the insured** against all sums that **the insured** become legally liable to pay as **damages** together with costs and expenses shown below in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of and in the course of their employment by **the insured** in connection with the **Business**.

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

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

## B. Indemnity to Other Parties

The indemnity provided by this **Section** will also apply:

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

Provided that

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

## C. Section Extensions

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

### 1. Health and Safety at Work - Legal Defence Costs

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

- a. Costs and expenses incurred with the **Insurer's** written consent;
- b. Costs and expenses of the prosecution awarded against any such party In connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that:

- i. The proceedings relate to the health, safety or welfare of any **Employee**
- ii. The **Insurer** shall have the conduct and control of all the said proceedings and appeals  
the **Insurer** will not pay for
  - a. Fines or penalties of any kind
  - b. Proceedings or appeals in respect of any deliberate act or omission
  - c. Costs or expenses insured by any other **Policy**

### 2. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by the **Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance** is obtained by such **Employee** in any court situate within the **United Kingdom** against any person or corporate body domiciled or operating from premises within the **United Kingdom** and remains wholly or partly unsatisfied 6 months after the date of such judgement the **Insurer** will if the **Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied  
Provided that:

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

### 3. Court Attendance Compensation

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

- i. Any director or partner £500
- ii. Any **Employee** £250

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

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

- a. legal costs and expenses incurred with the prior written consent of the **Insurer** and.
- b. costs of the prosecution awarded against the **Insured** in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal **Injury** sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section** provided that:
  - c. The **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment
  - d. The **Insurer's** liability under this Extension shall not exceed the **Limit of Indemnity**.

In respect of this Extension the **Insurer** will not pay for:-

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

#### 5. Overseas Personal Liability

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

#### 6. Motor Contingent Liability

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

- a. in respect of any loss or damage to such vehicle;
- b. arising out of any such use in any country outside the European Union;
- c. incurred by any other party than the **Insured**.

#### 7. Defective Premises Act 1972

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001 in connection with **Premises** or land disposed of by the **Insured** provided that this extension does not cover:-

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

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

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

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

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

#### 9. Contractual Liability

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

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

#### 10. Legionellosis Liability

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

## 11. Libel and Slander

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

Provided that:

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

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

1. Upon the **Insured** becoming aware of any publication or material published or statement likely to give rise to liability under this Extension and again upon receipt by the **Insured** of notice of any claim whether well or ill founded the **Insured** shall without delay and in any case within 7 days give notice of the same to the **Insurer** and supply a copy of such publication or material published together with any communication received from any claimant;
2. The **Insured** shall not disclose the fact that they are insured.

## 12. Financial Loss

This **Section** extends to indemnify the **Insured** described in the **Schedule** and no other party against liability at Law for damages and other claimants' costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer** for accidental **Financial Loss** in connection with **Business**. **Financial Loss** shall mean for the purpose of this extension a pecuniary loss cost or expense incurred within the **United Kingdom**

during the **Period of Insurance** by a **Tenant** as a direct result of the failure of the **insured** to property or service where such loss cost or expense is not consequent upon death of or bodily Injury to any persons person or loss of or damage to material property.

Provided that

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

The indemnity provided by this extension shall not apply to:-

- a. Any liability which attaches by reason of any express term of any contract or agreement unless such Liability would have attached notwithstanding such term;
- b. liability in respect of the failure or partial failure of any managing agent of the **Insured** to properly Fulfil their obligations under any contract with the **Insured**;
- c. the cost of reinstating or replacing any property;
- d. the cost of the reduction in value of any property **Products** or work carried out by the **Insured** or on behalf of the **Insured**;
- e. liability arising out of the act of fraud or dishonesty or insolvency or financial default of the **Insured** or inducement of breach of contract;
- f. liability arising out of or in connection with passing off of any Intellectual Property Rights;
- g. liability arising from the non-performance non-completion or delay in completion of any contract agreement or work financial default or insolvency;
- h. liability arising out of professional advice or professional negligence;
- i. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good recall or the cost of or reduction in value of anything sold supplied manufactured work executed supervised or structure erected by or on behalf of the **Insured**;
- j. liability arising from actual or alleged breach of duty breach of trust breach of contract neglect error misstatement misleading statement omission breach of warranty of authority or other act done or wrongfully attempted bny any director or officer of the **Insured**;
- k. any claim which arose out of any circumstances known to the **insured** at the inception of this extension;
- l. liability to any statutory authority arising out of the enforcement of statutory requirements of the performance of statutory duties;
- m. liability arising out of any occurrence happening before the inception date of this extension.

## 13. Obstructing Mechanically Propelled Vehicles

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

Provided that

- a. Such movement shall be limited to the maximum necessary to remove the obstruction;
- b. The indemnity will not apply to loss of or damage to such vehicle or its contents;
- c. This extension shall not apply to circumstances for which a certificate of motor insurance or security is required in accordance with road traffic organisation.

### Section Exclusions

This **Section** does not cover

1. liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore** Installations.
3. In respect of **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in which case the liability of the **Insurer** under this **Section** for damages costs and expenses (including all defence costs) 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 GBP £5,000,000.

### Section Conditions

1. **Compulsory Insurance Legislation**  
The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom but the **Insured** shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law
2. **Certificate of Employers Liability**  
If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date
3. **Other Insurances**  
The Insurer will not indemnify the **Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other **Policy** or **Section** except in respect of any rateable proportion, other than in excess of the amount payable under such other **Policy** or **Section** or which would have been payable under such other policy or section, had this **Section** not been effected.
4. **Alteration**  
If at any time anything shall occur or be done which materially affects the risk insured the **Insured** shall give immediate notice in writing to the **Insurer**
5. **Discharge of Liability**  
The **Insurer** may pay to the **Insured** in the event of any one claim or series of claims arising out of one occurrence the specified **Limit of Indemnity** in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment
6. **Declaration Condition**  
If the premium or part of any premium is calculated on estimates supplied to the **Insurer** by or on behalf of the **Insured** the **Insured** shall keep a record of all such relevant particulars and shall allow the **Insurer** to inspect such records at any reasonable time

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

## 4. PROPERTY OWNERS LIABILITY SECTION

### Section Definitions

1. **An Act of Terrorism**  
An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
2. **Business**  
The **Business** specified in the **Schedule** and conducted solely from the **United Kingdom** and including
  - A. the ownership repair and maintenance of **Premises** used in connection therewith
  - B. the provision and management of canteen social sports or welfare organisations for the benefit of **Employees** and the ambulance first aid fire medical and security services of the **Insured**
  - C. the execution of private duties by **Employees** for any director partner or senior official of the **Insured**
  - D. the repair and/or servicing of the **Insured's** motor vehicles
  - E. the training or retraining of any Employee at Government or other training centres
  - F. participation at trade shows or exhibitions by the **Insured**
  - G. sponsorship by the **Insured** of sporting charity literary and theatrical events and competitions
  - H. provision of nursery crèche or child care facilities where incidental to the **Business**
  - I. provision of car parking for the benefit of **Employees** customers and visitors.
3. **Intellectual Property Rights**  
Any patent trade mark copyright registered design technical or commercial information or other intellectual property.
4. **Notice of Adjudication**  
Any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 or any subsequent legislation applies stating an intention to refer a dispute under the contract to adjudication.
5. **Offshore Installations**
  - A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
  - B. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas
  - C. Any pipe or system of pipes in the sea or tidal waters
  - D. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in A., B. or C. above.
6. **Pollution or Contamination**
  - A. All pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere; and
  - B. All **Injury, Loss or Damage** directly or indirectly caused by such pollution or contamination

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
7. **Products**  
Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the **Insured** in connection with the **Business** and not in the charge or control of the **Insured**.
8. **Territorial Limits**
  - A. The **United Kingdom**
  - B. Any other member country of the European Union
  - C. Elsewhere in the world in respect of **Injury, Loss or Damage** caused by or arising from
    - i. non-manual activities of any partner, director or **Employee** of the **Insured** normally resident within the **United Kingdom** and occurring during any journey or temporary visit
    - ii. **Products**.

## Property Owners Liability Section Cover

The **Insurer** will subject to the **Indemnity Limit** indemnify the **Insured** against:-

1. a. All sums which the **Insured** shall become legally liable to pay as damages including interest thereon); and  
b. Claimant's costs and expenses if the **Insured** is ordered to pay them or they have paid with the **Insurers'** consent

In respect of an occurrence:-

I pay costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer**

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

Which may be the subject of indemnity under this **Section**.

2. All costs and expenses incurred by the **Insured** with the **Insurer(s)'** consent in writing in defending any claim under this Section; and
3. The solicitor's fees incurred with the **Insurer(s)'** written consent for representation at proceedings in any court of summary Jurisdiction or at any coroner's inquest or fatal accident inquiry in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this **Section**.

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

### A. Health and Safety at Work Act

The **Insurer** will indemnify the **Insured** and at the **Insured(s)'** request any director or partner of the **Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. The **Insurer(s)** will also pay prosecution costs awarded for which the **Insured** is legally liable and any costs incurred with the **Insurers'** written consent in appealing against any judgement given under such Act before the **Insurer** agree to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.  
Any information in support of the assertion requested by the **Insurers** shall be supplied by the **Insured**.  
Provided that the indemnity shall not apply to the payment of fines or penalties.

### B. Overseas Personal Liability

The indemnity provided by this **Section** is extended to indemnify the **Insured** and at the **Insureds'** request any director or partner of the **Insured** or any **Employee** or any family member accompanying them while temporarily outside the **Territorial Limits** in connection with the **Business** against legal liability as provided by this **Section** incurred in a personal capacity:  
Provided that this indemnity shall not apply:-  
a. to legal liability arising out of the ownership or tenure of any land or building; or  
b. where indemnity is provided by any other insurance.

### C. Motor Contingent Liability

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by the **Insured** but this **Section** does not cover liability  
a. in respect of loss of or damage to such vehicle  
b. arising out of any such use in any country outside the European Union  
c. incurred by any party other than the **Insured**  
d. Incurred by any party identified in paragraph B. (Indemnity to Other Parties) other than an **Employee** For the purpose of this cover Exclusion 1. (**Injury to Employees**) does not apply

### D. Data Protection Act

The **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** for damage or distress occurring as a result of an offence under the data protection legislation committed during the **Period of Insurance** within the **United Kingdom** and arising in connection with the **Business**

Provided that the **Insurer** will not pay for

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

Data and Personal Data shall have the meaning defined in the data protection legislation.

### E. Defective Premises Act 1972

The **Insurer** will indemnify the **Insured** in the terms of this **Section** against liability incurred by the **Insured** under **Section 3** of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 or the Defective **Premises** (Landlord's Liability) Act (Northern Ireland) 2001 in connection with **Premises** or land disposed of by the **Insured**.  
Provided that this Extension does not cover:

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

**F. Consumer Protection and Food Safety Acts - Legal Defence Costs**

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

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

Committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

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

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

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

- a. legal costs and expenses incurred with the prior written consent of the **Insurer** and.
- b. costs of the prosecution awarded against the **Insured** in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal **Injury** sustained and caused during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this **Section**  
Provided that:
- c. the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment
- d. the **Insurer's** liability under this Extension shall not exceed the **Limit of Indemnity**.

In respect of this Extension the **Insurer** will not pay for:-

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

**H. Contractual Liability**

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

Provided that the **Insurer** shall not in any event provide indemnity

- a. Under Exclusion 9. a. except as stated therein
- b. In respect of liquidated **Damages** or fines or **Damages** imposed by or payable under any penalty clause.

**I. Legionellosis Liability**

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

Provided that

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



- in the **Schedule**
- c. this Extension shall not apply to any claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of **Legionella** or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the **Period of Insurance** the **Insured** had become aware of circumstances which have given or may give rise to such **Pollution or Contamination**
- J. **Member to Member Liability**  
This indemnity provided by this Section is extended to indemnify any member of the Insureds' Sports and Social organisations in respect of legal liability for accidental bodily Injury or damage to material property sustained by fellow members of such organisations while engaged in the activities of such organisations.
- K. **Indemnity to Principals**  
The **Insurers** will at the request of the **Insured** indemnify any principal to the extent required by the contract between the **Insured** and the principal in respect of legal liability arising from the performance of work by the **Insured** for such principal.  
Provided that
- i. the **Insurers** shall retain sole conduct and control of any claim; and
  - ii. the principal shall observe fulfil and be subject to the terms conditions exclusions and limits of this **Section** in so far as they can apply.
- L. **Indemnity to Others**  
The **Insured** shall also include:
- a. personal representatives of the **Insured** in the event of the death of the **Insured** but only in respect of legal liability incurred by the **Insured**; and
  - b. if the **Insured** so requests:-
    - i. Any director or partner of the **Insured** or **Employee** while acting in connection with the **Business** provided that the **Insured** would have been entitled to indemnity under the respective **Section** if the claim had been made against the **Insured**; and
    - ii. Any officer or member of the Sports, Social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such.
 Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits applicable to this **Section** in so far as it can apply.
- M. **Leased or Rented Premises**  
Exclusion 4 of this **Section** shall not apply to legal liability for damage to any **Premises** (including their fixtures and Fittings) leased rented or hired to the **Insured**. Provided that the indemnity shall not apply to damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

### Section Exclusions

This **Section** does not cover:

1. the cost of replacing or making good faulty defective or incorrect:
  - a. workmanship; or
  - b. materials goods or other property sold supplied installed or erected by or on behalf of the **Insured**.
2. Damage to material property sustained whilst it is being worked upon and directly resulting from such work.
3. Legal liability for **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement by the **Insured** in the **Business**.
4. Legal liability for damage to material property belonging to or in charge of or under the control of the insured but this Exclusion shall not apply to directors or partners of the Insured Employees or visitors' property including vehicles or their contents or any Premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured).
5. Legal liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any Offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of the final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an Offshore rig or platform.

### Section Conditions

1. **Other Insurances**  
The **Insurer** will not indemnify the **Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any **Excess** beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.
2. **Alteration**  
If at any time anything shall occur or be done which materially affects the risk insured the **Insured** shall give notice to the **Insurer** as soon as practically possible.

3. **Notice of Adjudication**

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

4. **Declaration Condition**

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

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

## 5. PROPERTY OWNERS LEGAL EXPENSES SECTION

### The meaning of words in this section of the policy:

Words that are set out below have meanings that only apply to this section of the policy.

Word	Meaning
appointed representative	The <b>preferred law firm</b> , law firm, <b>tax consultancy</b> , accountant or others suitably qualified person <b>we</b> will appoint to act on the <b>insured person's</b> behalf.
business	As shown in the policy schedule.
business premises	As shown in the policy schedule.
costs and expenses	<ul style="list-style-type: none"> <li>All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard Terms of Appointment</b>.</li> <li>The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>our</b> agreement.</li> </ul>
countries covered	<p>(a) For insured incidents Legal defence (excluding 5. Statutory notice appeals), and Personal <b>Injury</b> The European Union, the isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>(b) For all other incidents The United Kingdom of Great Britain and Northern Ireland, the isle of Man and the Channel Islands.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee arrangement (no win no fee).
date of occurrence	<ul style="list-style-type: none"> <li>For civil cases (other than under insured incident <b>Tax protection</b>), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> or an <b>insured person</b> first became aware of it.)</li> <li>For criminal cases, the date the <b>insured person</b> began, or is alleged to have begun, to break the law.</li> <li>For insured incident <b>Tax protection</b>, the date when HM Revenue &amp; Customs, or the relevant authority, first notifies <b>you</b> of its intention to carry out an enquiry. For <b>VAT</b> or <b>employer compliance disputes</b>, the date the dispute arises during the <b>period of insurance</b> following the issue of an assessment, written decision or notice of a civil penalty.</li> <li>For insured incident <b>Legal defence 5 Statutory notice appeals</b>, the date when the <b>insured person</b> is issued with the relevant notice and has the right to appeal.</li> </ul>
employer compliance dispute	A dispute with HM Revenue & Customs concerning <b>your</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
insured person	<b>You</b> and the directors, partners, managers, employees and any other individuals declared to <b>us</b> by <b>you</b> .
Insured Property	The property or properties which are owned by are the responsibility of <b>the policyholder</b> and insured as declared to <b>us</b> and let under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.
period of insurance	The period for which <b>we</b> have agreed to cover the insured person

<b>preferred law firm or tax consultancy</b>	A law firm, barristers chambers or tax expert <b>we</b> choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the <b>insured persons</b> claims and must comply with our agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>DAS Standard Terms of Appointment</b> .
<b>reasonable prospects</b>	<p>a) For civil cases, the prospects that <b>the insured</b> person will recover losses or <b>Damages</b> or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>We</b> or a <b>preferred law firm</b> or <b>tax consultancy</b> on our behalf will assess whether there are <b>reasonable prospects</b>.</p> <p>b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</p>
<b>tax enquiry</b>	<p>A written notice of enquiry, issued by HM Revenue &amp; Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <p>a) includes a request to examine any aspect of <b>your</b> books and records; or</p> <p>b) advises of a check of <b>your</b> whole tax return.</p>
<b>VAT dispute</b>	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to <b>your</b> VAT affairs.
<b>we, us, our</b>	DAS Legal Expenses Insurance Company Limited.
<b>you, your</b>	The <b>business</b> that has taken out this policy (shown as the policyholder in the policy schedule).

This policy, the policy schedule and any endorsement shall be considered as one document.

**We** agree to provide the insurance described in this policy for the **insured person** in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **Reasonable prospects** exist for the duration of the claim
2. The **date of occurrence** of the insured incident is during the **period of insurance** or;
3. During the currency of a previous equivalent legal expenses insurance policy, provided that:
  - (c) the previous legal expenses insurance policy required **you** to report claims during its currency
  - (d) **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident cover has been continuously maintained in force
  - (e) **we** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - (f) the available **Limit of Indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy
4. Any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
5. The insured incident happens within the **countries covered**.

#### What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the policy schedule
2. the most **we** will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm** or **tax consultancy**. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover **Money** and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
5. where an award of **Damages** is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **Damages**, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal defence** **6. Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

#### What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

What is covered	What is not covered
<p><b>Employment Disputes and Compensation Awards</b></p> <p><b>1. Employment disputes</b></p> <p>Costs and expenses to defend your legal rights:</p> <p>(a) before the issue of legal proceedings in a court or tribunal:</p> <p>(i) following the dismissal of an employee; or</p> <p>(ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or</p> <p>(b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or</p> <p>(c) in legal proceedings in respect of any dispute relating to:</p> <p>(i) a contract of employment with you; or</p> <p>(ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.</p> <p><b>2. Compensation awards</b></p> <p>We will pay:</p> <p>a) any basic and compensatory award; and/or</p> <p>b) an order for compensation following a breach of your statutory duties under employment legislation in respect of a claim we have accepted under insured incident 1. Employment Disputes.</p> <p><i>Provided that:</i></p> <p>a) <i>in cases relating to performance and/ or conduct, you have throughout the employment dispute either:</i></p> <p>i. <i>followed the ACAS Code of Disciplinary and Grievance Procedures; or</i></p> <p>ii. <i>followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or</i></p> <p>iii. <i>sought and followed advice from our legal advice service telephone number 0344 893 0859</i></p> <p>b) <i>for an order of compensation following your breach of statutory duty under employment legislation you have at all times sought and followed advice from our legal advice service since the date when you should have known about the employment dispute</i></p> <p>c) <i>for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, you have sought and followed advice from our Claims Department before starting any redundancy process or procedure with your employees (Telephone 0344 863 0859)</i></p> <p>d) <i>the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by us.</i></p> <p><i>Please note that the total of compensation awards payable by us is £1,000,000 in any one period of insurance. Please see <b>What we will not pay 2.</b></i></p>	<p><b>A claim relating to the following:</b></p> <p>A claim relating to the following:</p> <p>1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:</p> <p>(a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;</p> <p>(b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the <b>date of occurrence</b> was within the first 180 days of the commencement of this policy;</p> <p>(c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy</p> <p>2. damages for personal injury or loss of or damage to property</p> <p>3. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.</p> <p>A claim relating to the following:</p> <p>1. Any compensation award relating to the following:</p> <ul style="list-style-type: none"> <li>- trade union activities, trade union membership or non-membership;</li> <li>- pregnancy or maternity rights, paternity, parental or adoption rights;</li> <li>- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;</li> <li>- statutory rights in relation to trustees of occupational pension schemes.</li> </ul> <p>2. Non-payment of money due under a contract of employment or a statutory provision.</p> <p>3. Any award ordered because you have failed to provide relevant records to employees under National Minimum Wage legislation.</p> <p>4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.</p> <p>5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.</p>

<p><b>3. Employee civil legal defence</b></p> <p>Costs and expenses to defend the insured person's (other than your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:</p> <p>a) under legislation for unlawful discrimination; or  b) as trustee of a pension fund set up for the benefit of your employees.</p> <p><i>Please note that we will only provide cover for an insured person (other than you) at your request.</i></p> <p><b>4. Service occupancy</b></p> <p>Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which you are responsible.</p>	<p>Any claim relating to defending your legal rights other than defending a counter-claim.</p>
<p><b>Legal Defence</b></p> <p>Costs and expenses to defend the insured person's legal rights:</p> <p>1. Criminal pre-proceedings cover</p> <p>Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the insured person has or may have committed a criminal offence.</p> <p>2. Criminal prosecution defence</p> <p>Following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction.</p> <p><i>Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.</i></p> <p>3. Data protection and Information Commissioner registration</p> <p>i. If civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998.</p> <p>ii. In an appeal against the refusal of the Information Commissioner to register your application for registration.</p> <p><i>Please note we will not cover the cost of fines imposed by the Information Commissioner. Please see Policy exclusions 3.</i></p> <p>4. Wrongful arrest</p> <p>If civil action is taken against you for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.</p> <p>5. Statutory notice appeals</p> <p>In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting your business.</p>	<p>A claim related to the following:</p> <p>1. any criminal investigation or enquiry by, with or on behalf of HM Revenue &amp; Customs.</p> <p><i>Please note this exclusion applies to section 1 of the <b>Legal defence</b> cover.</i></p> <p>2. Prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.</p> <p><i>Please note this exclusion applies to sections 1 and 2 of the Legal Defence cover.</i></p> <p>3. an appeal against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration</p> <p>4. A Statutory Notice issued by an insured person's regulatory or governing body.</p>

<p>6. Jury service and court attendance</p> <p>An insured person's absence from work:</p> <p>a) to perform jury service b) To attend any court or tribunal at the request of the appointed representative.</p> <p>The maximum we will pay is the insured person's net salary or wages for the time that they are absent from work less any amount you, the court or tribunal, have paid them.</p>	
<p><b>Contract Disputes</b></p> <p>A contractual dispute arising from an agreement or an alleged agreement which has been entered into by you or on your behalf for the purchase, hire, sale or provision of goods or of services.</p> <p><i>Provided that:</i></p> <p>a) <i>the amount in dispute exceeds £500 (incl VAT) and does not exceed £5,000 (incl VAT)</i> b) <i>if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT) but do not exceed £5,000 (incl VAT)</i> c) <i>if the dispute relates to money owed to you, a claim under the policy is made within 90 days of the money becoming due and payable.</i></p>	<p>A claim relating to the following:</p> <p>1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy; a dispute arising from an agreement entered into prior to the start of the policy if the date of occurrence is within the first 90 days of the cover provided by the policy.</p> <p>2. a) The settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim). b) The sale, purchase, terms of a lease, licence, or tenancy of land or Buildings. However, we will cover a dispute with a professional adviser in connection with these matters. c) A loan, mortgage, pension, guarantee or any other financial product and choses in action. d) A motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles.</p> <p>3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with you.</p> <p>4. A dispute which arises out of the: (i) sale or provision of computer hardware, software, systems or services; or (ii) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to your own specification.</p> <p>5 A dispute arising from a breach or alleged breach of professional duty by an insured person.</p> <p>6 The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.</p>
<p><b>Property protection</b></p> <p>A civil dispute relating to material property which is owned by you, or is your responsibility following:</p> <p>1. any event which causes physical damage to such material property; or</p> <p>2. a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it); or</p> <p>3. a trespass.</p>	<p>A claim relating to the following:</p> <p>1. a contract you have entered into</p> <p>2. goods in transit or goods lent or hired out</p> <p>3. goods at premises other than those occupied by you unless the goods are at the premises for the purpose of installations or use in work to be carried out by you</p> <p>4. mining subsidence</p>



<p><i>Please note that you must have established the legal ownership or right to the land that is the subject of the dispute.</i></p>	<p>5. defending your legal rights but we will cover defending a counter-claim</p> <p>6. a motor vehicle owned or used by, or hired or leased to an insured person (other than damage to motor vehicles where you are in the business of selling motor vehicles)</p> <p>7. the enforcement of a covenant by or against you.</p>
<p><b>Personal injury</b></p> <p>At your request, we will pay costs and expenses for an insured person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.</p>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> <li>1. any illness or bodily injury that happens gradually</li> <li>2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury</li> <li>3. defending an insured person's or their family members' legal rights other than in defending a counter-claim</li> <li>4. Clinical negligence.</li> </ol>
<p><b>Tax protection</b></p> <ol style="list-style-type: none"> <li>1. A tax enquiry.</li> <li>2. An employer compliance dispute.</li> <li>3. A VAT dispute.</li> </ol> <p><i>Provided that:</i></p> <p><i>you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed</i></p> <p><i>Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.</i></p>	<ol style="list-style-type: none"> <li>1. Any tax avoidance schemes.</li> <li>2. Any failure to register for Value Added Tax or Pay As You Earn.</li> <li>3. Any investigation or enquiries by, with or on behalf of HM Revenue &amp; Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue &amp; Customs Prosecution Office.</li> <li>4. Any claim relating to import or excise duties and import VAT.</li> <li>5. Any investigation or enquiry by HM Revenue &amp; Customs into alleged dishonesty or alleged criminal offences.</li> </ol>
<p><b>Commercial and residential leased or let property</b></p> <p>Costs and expenses to pursue your legal rights:</p> <ol style="list-style-type: none"> <li>1. in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of the insured property, excluding repossession, recovery of money and dilapidations; or</li> <li>2. to obtain possession of the insured property, provided that, where appropriate, all statutory and contractual notices have been correctly served by the policyholder on the tenant; or</li> <li>3. to recover money and interest due from a lease, licence or tenancy of the insured property, including enforcement of judgment.</li> </ol> <p><i>Provided that:</i></p> <ol style="list-style-type: none"> <li>a. the amount in dispute exceeds £250 (incl. VAT) and a claim is made within 90 days of the money becoming due and payable or, if it is rent that is owed, it must have been overdue for at least one calendar month</li> <li>b. if the policyholder accepts payment (or part payment) of any rent arrears from the tenant, the policyholder must provide proof that they have warned the tenant this does not prevent the policyholder taking further action against them to recover monies owed</li> </ol>	<ol style="list-style-type: none"> <li>1. Unless equivalent legal expenses insurance was continuously in force immediately prior to inception of this policy, any claim where the originating cause of action arises within 90 days of the start of this cover.</li> <li>2. A dispute arising from or relating to: <ol style="list-style-type: none"> <li>a. the negotiation, review or renewal of the lease or tenancy agreement</li> <li>b. any matter relating to service charges</li> <li>c. rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on the policyholder's material property by any government or public or local authority</li> <li>d. any claim relating to registering rents, reviewing rents, buying the freehold of the insured property or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees</li> <li>e. any planning application, review or decision</li> <li>f. mining subsidence.</li> </ol> </li> <li>3. Any claim relating to:</li> </ol>



<p>c. where the tenant is a limited company, the policyholder must have sought and followed advice from the appointed representative before accepting payment of rent arrears</p> <p>d. the other party does not intimate that a defence exists.</p> <p>4. In a dispute relating to dilapidations to the insured property</p> <p>Provided that:</p> <p>a. the amount in dispute exceeds £1,000</p> <p>b. prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by the policyholder</p> <p>c. after the tenant has vacated the insured property, a detailed Schedule of Dilapidations is prepared by the policyholder</p> <p>5. In defending any allegation of nuisance arising from the premises used solely for residential purposes.</p> <p>6. To evict anyone who is not the policyholder's tenant or ex-tenant from the insured property and who has not got the policyholder's permission to be there.</p>	<p>a. land or premises used for agricultural purposes</p> <p>b. any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute.</p>
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## EXCLUSIONS (applying to Property Owners Legal Expenses Section)

### 1. Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

### 2. Costs we have not agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

### 3. Court awards and fines

Fines, penalties, compensation or **Damages** which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.

### 4. Legal action we have not agreed

Legal action an insured **person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

### 5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6. Deliberate acts

Any insured incident deliberately or intentionally caused by an insured **person**.

### 7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### 8. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

### 9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.

### 10. Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by, or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of **terrorism** or alleged act of **terrorism** as defined by the **Terrorism Act 2000**;
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 12. Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- a) are declared bankrupt
- b) have filed a bankruptcy petition
- c) have filed a winding-up petition
- d) have made an arrangement with **your** creditors
- e) have entered into a deed of arrangement
- f) are in liquidation
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

### 13. Defamation

Any claim relating to written or verbal remarks that damage the insured **person's** reputation.

### 14. Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

### 15. Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## CONDITIONS (applying to Property Owners Legal Expenses Section)

### 1. Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm, tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## 2. Your responsibilities

An **insured person** must:

- a) co-operate fully with **us** and the **appointed representative**;
- b) give the **appointed representative** any instructions that **we** ask **you** to.

## 3. Offers to settle a claim

- a) An insured **person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- b) If an insured **person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay an insured **person** the reasonable value of the claim that the insured **person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
- d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

## 4. Assessing and recovering costs

- a) An insured **person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

## 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an insured **person** with good reason or if an insured **person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

## 6. Withdrawing cover

If an insured **person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.

## 7. Expert opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover **Damages** (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

## 8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small Business, **you** can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## 9. Keeping to the policy terms

An insured **person** must:

- a) keep to the terms and conditions of this policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **we** ask for in writing, and
- e) Report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Cancelling the policy

**We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

**You** can cancel this policy at any time as long as **we** are told at least 14 days beforehand.

## 11. Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- a) a claim the insured **person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

## 12. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

## HELPLINE SERVICES

**You** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please quote policy number TS5/6851002.

### Legal advice service

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

**Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

**Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.**

### Tax advice service

**We** offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

**Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.**

To contact the above services, phone us on 0344 893 0859 quoting Policy Number TS5/6851002

## COUNSELLING SERVICE

**We** will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

To contact the counselling helpline, phone us on 0344 893 9012. These calls are not recorded.

**The counselling service helpline is open 24 hours a day, seven days a week.**

**We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.**

## ONLINE LAW GUIDE AND DOCUMENT

### DRAFTING Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **your** email address, quoting policy number TS5/6851002 and **we** will contact **you** by email to inform **you** of future updates to the information.

### DASbusinesslaw

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. To access DASbusinesslaw **you** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) using policy number TS5/6851002

When registering, please enter the following code which will provide **you** with access to a range of free documents:  
**DAS472301**