

# PROPERTY OWNERS POLICY BOOKLET



THE KEY TO  
PROPERTY OWNERS COVER

# Free Business Advice Service

These helplines are provided for Your use whilst Your Policy is in force.

If requested, please quote policy number HL/2146716.

## Eurolaw Commercial Legal and UK Tax Advice

### 0330 100 9605

Unlimited access to a team of legal advisors, for confidential legal advice and guidance on any commercial legal problem such as:

- employment
- prosecution
- landlord and tenant disputes.
- VAT
- contract disputes

Please note that advice on motoring matters is not available.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway

Tax advice can only be offered in respect of matters subject to the laws of the United Kingdom.

Specialist legal advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

## Business Emergency Assistance Helpline

### 0330 100 9605

Available 24 hours each day, 7 days every week, all year round.

Assistance in the event of an emergency affecting Your business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out or repair charges. One telephone call will bring assistance as quickly as possible.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

## Stress Counselling Helpline

### 0330 100 9605

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for any employee (and their family) over the telephone, assisting issues such as:

- Stress
- Depression
- Family
- Relationship
- Bereavement

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in Your area

Any costs arising from the use of these referral services will not be paid by DAS.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are dealt with in the strictest confidence and are not recorded.**

## Health and Medical Assistance Helpline

**0330 100 9605**

Available 24 hours each day, 7 days every week, all year round.

Advice and assistance concerning:

- Exercise Information
- Giving up smoking
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Complimentary health
- Bespoke fact sheets can be sent out if requested
- Changing doctors
- Inoculations
- Nutrition assessment

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are recorded.**

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

In addition to these helplines, DAS offer on Our behalf access to the DAS Employment Manual. .

## 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 DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with Your email address, quoting Your policy number and DAS will contact You by email to inform You of future updates to the information.

## Emergency Glazing & Security Assistance Helpline

**0345 878 5455**

Available 24 hours each day, 7 days every week, all year round.

Our glass replacement service provides an efficient replacement service for fixed internal and external glass.

In addition, replacement locks or emergency measures are also available.

Provided the Damage is covered by Your Policy, the cost will be settled with our service providers. If, however, the Policy requires payment of the first amount of any claim, or if You are V.A.T registered, our service provider will invoice You direct for this amount.

Note: Using any other repairer will not affect Your right to claim.

**This helpline is provided on Our behalf by Glassolutions and calls may be recorded.**

Page

## What is in this Booklet

2	Introduction
3	How to use Your Policy
4	General Definitions
6	General Conditions
9	Claims Conditions
11	General Exclusions
	<b>Sections of the Policy</b>
14	Section 1: Structure
21	Section 2: Landlords Contents
26	Section 3: Public Liability
30	Section 4: Rent Receivable
34	Section 5: Glass and Sanitary Ware
35	Section 6: Employers Liability
38	Section 7 : Terrorism
41	Important Information

# Property Owners Policy

NIG policies are underwritten by U K Insurance Limited. We will provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

# How to Use Your Policy

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your Policy.

## Your Schedule

Your Schedule provides details of the insurance provided, the Sections of the Policy which are operative and the levels of cover You have.

Please examine Your Schedule to ensure it meets Your requirements.

## Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions 2 - Action by You.

You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information on page 40 of this Policy Booklet.

# General Definitions

**These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.**

**Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy will have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.**

## Business

The 'Business' as shown in the Schedule.

## Damage

Accidental loss, destruction or damage.

## Excess

The first amount of each and every claim for which You will be responsible.

## Index Linking

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals in line with suitable indices of costs.

At each renewal of the Policy the premium will be based on the adjusted Sums Insured.

## Bodily Injury

Bodily injury which includes death, disease or illness.

## Period of Insurance

**a** The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and

**b** any subsequent period,

for which You shall pay and We shall agree to accept Your premium.

## Policy

This Policy including the Sections, and, the Schedule, all of which should be read together as one contract.

## Premises

The part of the premises at the address or addresses specified in the Schedule belonging to You or for which You are responsible.

Unless otherwise stated the buildings at the Premises are:

**a** built of brick stone or concrete;

**b** roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings or flat roofs);

**c** as indicated by any plan numbers or letters shown in the Schedule or specification attached thereto referring to a plan of the Premises lodged with or maintained by Us.

## Property

Material property.

## Reinstatement Basis

Whenever claims settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated will be as follows:

- a** the rebuilding or replacement of Property lost or destroyed, which provided Our liability is not increased, may be carried out:
  - i** in any manner suitable to Your requirements
  - ii** upon another site
- b** the repair or restoration of Property damaged may be carried out in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

## Special Conditions

- i** Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed.
- ii** If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Policy Definition exceeds its Sum Insured at the commencement of any Damage, Our liability will not exceed that proportion of the amount of the Damage which the Sum Insured will bear to the sum representing the total cost of reinstating the whole of such Property at that time.
- iii** No payment beyond the amount which would have been payable in the absence of this Policy Definition will be made:
  - a** unless reinstatement commences and proceeds without unreasonable delay;
  - b** until the cost of reinstatement will have been actually incurred;



# General Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## A Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, We may:
    - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition D b) by notice to You in writing at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and We would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and We:
  - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We so require; and
  - b** in respect of an alteration made to this Policy:
    - i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher

premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

## **B Reasonable Precautions**

It is a condition precedent to Our liability that You must:

- a** take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- b** maintain the Premises, machinery, equipment and furnishings in a good state of repair;
- c** exercise care in the selection and supervision of Employees; and
- d** comply with all relevant statutory requirements, manufacturers recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## **C Change of Risk or Interest**

- a** It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
  - i** Extensions 11 Non-Invalidation and 5 Capital Additions under Section 1: Material Damage, of this Policy; or
  - ii** General Condition A,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy shall cease to be in force if:
  - i** Your interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

## **D Cancellation**

### **a Your Cancellation Rights**

- i** This Policy may be cancelled by You within 14 days of receipt of this Policy (this is known as the “cooling off” period). If You elect to cancel within this period You must return all documents to Your broker, intermediary or agent, who must return such documentation to Us and We will refund the full amount of premium paid by You. If a claim has been made or an incident advised that could give rise to a claim during the “cooling off” period, Your Policy will be treated by Us as in force and no refund of premium will be made.
- ii** If You elect to cancel Your Policy after the “cooling off” period has expired but still during any Period of Insurance. You must give 14 days’ notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
- iii** Where You pay by instalments any amount of premium returned under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

### **b Our Cancellation Rights**

- i** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days’ notice to You in writing at Your last known address.
- ii** If We cancel this Policy then You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium will be made
- iii** Where You pay by instalments any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above, You will immediately return to Us any current Employers' Liability Certificate(s) of Insurance.

The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

## E Instalments

- a** Notwithstanding General Condition D b, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments, We may cancel this Policy by giving 7 days' written notice at Your last known address, and You will immediately return to Us any current Certificate(s) of Employers Liability Insurance.
- b** Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to You will be calculated by Us in accordance with the process set out in General Condition D above. The calculation made by Us will be final and binding.

## F Choice of Law

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## G Unoccupancy

It is a condition of this Policy that within 20 days of the Premises or any part thereof becoming unoccupied, untenanted or not having been actively used:

- a** all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation
- b** The water and heating system must be turned off and drained for the period 1st October to 31st March inclusive. Alternatively the central heating within the Buildings should be maintained at a minimum temperature of 10 degrees centigrade during the period 1st October to 31st March inclusive
- c** the Premises are to be adequately secured against unauthorised entry
- d** at least 14 day inspections are to be made of the Premises by You or a responsible person acting on Your behalf

- e** any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.

## H Contracts (Rights of Third Parties) Act 1999

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

## I Interest Clause

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

## J Fire Extinguishing Appliances

It is a condition precedent to Our liability that You will ensure that any fire extinguishing appliance kept at the Premises are maintained in efficient working order.

## K Changes to Your cover

You must tell Us through Your broker, intermediary or agent immediately if there are any changes that may affect Your insurance, such as the following:

- a** If You change the address where Your property is located
- b** If Your sums insured change
- c** If any Building or any part thereof that have become unoccupied or untenanted for a period of more than 90 consecutive days

# Claims Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## 2 Action by You

It is a condition precedent to Our liability that You will:

- a** immediately notify Us on the happening of any incident which could result in a claim under this Policy.
- b** immediately notify Us of, and deliver to Us at your own expense, a claim with such detailed particulars and proofs as may reasonably be required by Us and (if demanded) by Us a statutory declaration of the truth of the claim and any matters connected therewith, within:
  - i** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
  - ii** 30 days of the expiry of the Indemnity Period (as defined in Section 4: Rent Receivable, of this Policy) in respect of business interruption claims; or
  - iii** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as We may allow; and

notwithstanding items **b i** to **iii** above, You will immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by You relating to such claim on receipt;
- c** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; or
  - iii** loss of money by any cause whatsoever, in relation to this Policy;

- d** make no admission of liability or offer, promise or payment, without Our written consent;
- e** inform Us immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to Us immediately every relevant document;
- f** take all reasonable action to minimise any interruption or interference with the Business;
- g** 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; and
- h** in respect of Damage to the property insured under Policy Extension 1, discontinue use of any damaged property unless We authorise otherwise until such property has been repaired to Our satisfaction. Any damaged parts that are replaced will be kept for inspection by Us.

## 3 Our Rights

We will be entitled:

- a** on the happening of any loss, destruction or damage in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of Our rights under this policy to enter take and keep possession of any building where destruction or damage has occurred and to take possession of, or require to be delivered to Us any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You will give all information and assistance required;
- c** to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably required but You will not be entitled to abandon any property to Us; and
- d** in the event of any Contingency (as defined in Sections 3 and 6) resulting in any claim(s) under Sections 3 and 6 to pay to You the amount of the Indemnity Limit for such Contingency (less any sums already paid as damages in respect of such Contingency and in respect of Section 6 less costs and expenses incurred before the date of payment) or

any lesser amount for which the claim(s) can be settled after which We will have no further responsibility in connection with such claim(s) except in respect of Section 3 for costs and expenses incurred before the date of payment

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- i shall not be liable to pay the claim;
- ii may recover from You any sums paid by Us to You in respect of the claim; and
- iii may (notwithstanding the references to notice period and the refunding of premiums in General Condition D b) by notice to You in writing at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may
  - a refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - b retain any premiums paid under this Policy.

#### 5 Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a if at the event of any Contingency (as defined in Section 3: Public Liability, Section 6: Employers Liability, of this Policy respectively), incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on Your behalf applicable to such Contingency, incident, loss, destruction or damage, Our liability will be limited to its rateable proportion thereof; and

- b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any difference is to be referred to arbitration under this Condition, the making of an Award will be a condition precedent of any right of action against Us.

#### 8 Excesses

If We agree to indemnify You under more than one of Sections 1, 2 and 5 of this Policy as a result of the happening of a single event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.

# General Exclusions

**These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this policy, they are set out in that Section.**

## This Policy does not cover:

### 1 War Government Action and Terrorism

- a** loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i** War Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii** civil commotion in Northern Ireland;
- b** legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i** War Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii** civil commotion in Northern Ireland,

except to the extent stated in the Liability Provisions relating to this General Exclusion set out below and Section 7: Terrorism, of this Policy, where insured.

For the purpose of this Exclusion and its Liability Provisions:

**War** means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** means martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War.

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

In any action suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such Damage loss or expense is covered will be Your responsibility.

### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy:

- 1** We will indemnify You under Section 6: Employers Liability provided that in respect of any one event or all events of a series consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) will not exceed £5,000,000;
- 2** We will indemnify You under Section 3: Public Liability against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that Our liability for all compensation (excluding costs) will not exceed:
  - a** in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Indemnity Limit stated in the Schedule whichever is the lower; and
  - b** in respect of all pollution or contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule whichever is the lower.

### 2 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such Damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by You, this General Exclusion will apply only in respect of:

- i** the liability of any principal; or
- ii** liability assumed by You under agreement and which would not have attached in the absence of such agreement.

### 4 Pollution and Contamination

loss, destruction or damage, caused by pollution or contamination, except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a** pollution or contamination which itself results from a Defined Contingency; or
- b** a Defined Contingency which itself results from pollution or contamination.

This Exclusion will not apply to Section 3: Public Liability and Section 6: Employers Liability, of this Policy.

NOTE: Defined Contingencies

For the purposes of this General Exclusion, Defined Contingencies are:

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

### 5 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above,

whether the property of You the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

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

In respect of Section 1: The Structure, Section 2: Landlords Contents and Section 4: Rent Receivable, this Exclusion will not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft, or impact by any vehicle or animal.

NOTE: General Exclusion 5 will not apply to Section 6: Employers Liability

## 6 Computer Virus and Hacking

- a Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this will not exclude Damage or financial loss, which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil heating installation, leakage of beverages from storage containers, pipes and apparatus impact by any vehicle, train or animal.

For the purpose of this Exclusion:

**Virus or Similar Mechanism** means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

**Hacking** means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not.

General Exclusion 6 will not apply to Section 3 Public Liability and Section 6 Employers Liability.

# Section 1: The Structure

## Definitions

### Buildings

Structures at the Premises including landlords, fixtures and fittings, curtains, blinds, floor coverings and domestic white goods, swimming pools, tennis courts, walls, gates, fences, patios, terraces, drives, yards, car parks, car ports, roads, pavements and associated underground pipes and cables belonging to You or for which You are responsible. Buildings also include shop fronts and all fixed glass therein blinds and fittings thereon and internal decorations on ceilings and walls for which You are responsible as owner of the Premises.

### Contingencies

#### 1 a Fire but excluding Damage caused by:

- i explosion resulting from fire;
- ii earthquake or subterranean fire;
- iii a its own spontaneous fermentation or heating; or
- b it undergoing any heating process or any process involving the application of heat; or

#### b Lightning.

#### 2 Explosion

- a of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
- b otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.

#### 3 Aircraft or other aerial devices, or articles dropped therefrom.

#### 4 Earthquake, Subterranean Fire.

#### 5 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:

- a caused by cessation of work; or
- b due to confiscation, requisition or destruction, by or by order of the government or any public authority.

#### 6 Malicious Persons or vandals, excluding Damage:

- a caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
- b caused by cessation of work;

- c due to confiscation, requisition or destruction by or by order of the government or any public authority;
- d caused by Theft as defined in Contingency 7;
- e when the Premises are Vacant or Disused;
- f in respect of property in the open unless agreed otherwise by Us;
- g in respect of property in any structure which is incapable of being locked; or
- h caused by Your Employees lawfully on Your Premises.

#### 7 Theft or any attempt thereat,

excluding Damage:

- i in respect of property in the open unless agreed otherwise by Us;
- ii when the Premises are Vacant or Disused;
- iii which You are able to recover from another source or which is more specifically insured; or
- iv caused by Your Employees tenants or any other persons lawfully in Your premises.

#### 8 Storm, Tempest, excluding Damage:

- a caused by frost, subsidence, ground heave or landslip;
- b attributable solely to change in the water table level; or
- c to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.

#### 9 Flood excluding Damage:

- a caused by storm or tempest;
- b caused by escape of water from any tank, apparatus or pipe;
- c caused by frost, subsidence, ground heave or landslip;
- d attributable solely to change in the water table level; or
- e to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.

#### 10 Escape of Water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:

- a caused by water discharged or leaking, from any automatic sprinkler installations;
- b when the Premises are Vacant or Disused; or
- c from any portable oil-fired heating installation.

**11 Leakage of beverages** from storage containers, pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused.

**12 Impact** by:

- a** falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
- b** collapse or breakage of television or radio receiving aerials or satellite dishes; or
- c** vehicles or animals.

**13 Accidental Discharge or Leakage of Automatic Sprinkler Installations**, excluding

Damage caused by or attributable to:

- a** heat caused by fire;
- b** freezing when the Premises are Vacant or Disused;
- c** repairs, alterations or extensions to the structures and/or sprinkler installations; or
- d** defects in construction or condition, of which You are aware.

**14 Subsidence, Ground Heave and Landslip**

Subsidence or ground heave, of any part of the site on which the Premises stand and landslip, but excluding:

- a** Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting a structure insured hereby;
- b** Damage caused by or consisting of:
  - i** the normal bedding down or settlement of new structures;
  - ii** the settlement or movement of made-up ground;
  - iii** coastal or river erosion;
  - iv** defective, design or workmanship or the use of defective materials; or
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c** Damage which commenced prior to the Effective Date (as stated in the Schedule); or
- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property; or
  - ii** groundworks or excavation, at the same Premises.

**15 Any Accidental Cause** excluding:

**a** Damage:

- i** caused by or specifically excluded in the Contingencies 1-14; or
- ii** caused by theft or any attempt thereat, not involving:
  - a** entry to or exit from structures, at the Premises by forcible and violent means; or
  - b** violence or threat of violence, to You or any director or any partner or Employee of Yours, or their families;

**b** Damage to the Property insured caused by or consisting of:

- i** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
- ii** faulty or defective workmanship, operational error or omission, on the part of You or any of Your Employees,

but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;

**c** Damage caused by or consisting of:

- i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
- ii** change in temperature, colour, flavour, texture or finish, action of light,

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 in connection therewith; or
- iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,

but this will not exclude:

- i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
- ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);

- d** Damage caused by or consisting of:
- i** subsidence, ground heave or landslip;
  - ii** normal settlement or bedding down of new structures;
  - iii** acts of fraud or dishonesty;
  - iv** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - v** electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property Insured:
- i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
- i** caused by freezing; or
  - ii** to fixed Glass and Sanitary Ware, in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
- i** jewellery, precious stones, precious metals, bullion or furs;
  - ii** property in transit;
  - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv** fixed Glass and Sanitary Ware:
    - a** due to repairs or alterations, being carried out at the Premises;
    - b** during installation or removal, of such Glass or Sanitary Ware; or
    - c** which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- j** Damage in respect of:
- i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv** livestock, growing crops or trees, unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Cover

In the event of Damage at the Premises to any Property Insured in connection with the Business occurring during the Period of Insurance and caused by any of the Contingencies (where stated in the Schedule), We will pay to You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

- a** Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Extensions

The insurance provided by this Section is extended to include the following:

### 1 Underground Services

Damage for which You are legally liable, by any of the Contingencies as shown on your schedule to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the premises to the point of junction with the public supply lines, mains and sewers.

### 2 Ground Rent

Up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings Sum Insured.

### 3 European Union and Public Authorities

The cost of reinstatement of any Damage to the Property insured and portions thereof not subject to Damage (other than foundations), incurred solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority by-laws, provided that:

- a You receive a notice from the relevant body to comply after the Damage occurs;
- b the work of reinstatement is completed within 12 months of the date of the Damage or within such further time as We may allow; and
- c the total amount payable under this Extension and this Section, for any item, will not exceed:
  - i in respect of the property subject to Damage, its Sum Insured; and
  - ii in respect of portions of the property not subject to Damage, 15% of the total amount for which We would have been liable had the property been wholly destroyed,

subject to the total amount payable in respect of i and ii above under this Extension and this Section, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its Sum Insured.

### 4 Fees

Architects Surveyors Legal and Consulting Engineers Fees necessarily and reasonably incurred in the reinstatement or repair of the Property insured consequent upon its Damage but will not include fees which are incurred as part of the managing agents general administrative duties or in the preparation or administration of any claim.

### 5 Capital Additions

- a any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and
- b alterations, additions and improvements to Buildings but not in respect of any appreciation in value

anywhere in the United Kingdom the Channel Islands or the Isle of Man

Provided that:

- i at any one situation this cover will not exceed 20% of the Buildings Sum Insured or £2,000,000 whichever is the less;
- ii You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required; and
- iii following payment of such additional premium the provisions of this Extension are fully reinstated.

### 6 Removal of Debris

Costs and expenses necessarily incurred by You with Our consent in:

- a removing debris from the site of the Premises and the area immediately adjacent;
- b dismantling and/or demolishing; or
- c shoring up or propping of the portion or portions of the Property sustaining Damage by any of the Contingencies.

We will not pay for any costs or expenses:

- i incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site; or
- ii rising from pollution or contamination of Property not insured by this Section.

## 7 Damage by Emergency Services

The cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £25,000 any one claim.

## 8 Contracting Purchasers Interest

If at the time of Damage You have contracted to sell Your interest in any Buildings hereby insured and the purchase is subsequently completed, the purchaser, on completion of the purchase, will be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by You or on Your behalf) without prejudice to the rights and liabilities of You or Us until completion.

## 9 Trace and Access

In the event of Damage by Contingencies 10 or 11 the insurance by this Section extends to include costs necessarily and reasonably incurred in locating the source of the Damage to effect repairs and the costs of making good up to a limit of £25,000 in respect of any one claim.

## 10 Subrogation Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may become entitled by subrogation against:

- a** any Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to You as defined in the Companies Act current at the time of Damage;
- b** any Company which is a subsidiary of a Parent Company of which You are a subsidiary, in each case within the meaning of the Companies Act current at the time of the Damage;
- c** any tenant or lessee of the Buildings insured provided that Damage has not been caused by the criminal fraudulent or malicious act of the tenant or lessee.

## 11 Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You immediately give notice to Us as soon as You become aware of the above and pay an additional premium if required.

## 12 Workmen

Workmen are allowed on the Premises for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

## 13 Mortgage

The act or neglect of any mortgagor, leaseholder, lessee or occupier of any Building insured by this Policy whereby the risk is increased without the authority or knowledge of any mortgagee, freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided they notify Us immediately on becoming aware of such increased risk and pay an additional premium if required.

## 14 Clearing of Drains

Expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like in consequence of Damage caused by any of the Contingencies insured occurring at the Premises belonging to You or for which You are responsible.

## 15 Extinguishment and Alarm Resetting Expenses

Costs incurred by You following Damage with Our consent in:

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

## 16 Additional Sprinkler Upgrade Costs

Costs incurred with Our consent to upgrade an automatic sprinkler installation in order to comply with current Loss Prevention Council (LPC) rules following Damage providing the installation conformed to LPC rules at the time of installation and the system has a complete service record up to the time of the Damage, Our liability under this extension will not exceed £25,000.

## 17 Metered Water and Heating Oil

Cost of metered water and heating oil following Damage provided that Our liability under this extension will not exceed £25,000 in any Period of Insurance.

## 18 Unauthorised Use of Electricity Gas or Water

The cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying Your Premises without Your consent provided that Our liability in respect of this extension will not exceed £25,000 for any one claim and You will take all practical steps to terminate such unauthorised use immediately You become aware of it.

### 19 Alternative Accommodation Costs

Costs reasonably and necessarily incurred with Our consent in respect of alternative accommodation whilst the Building is uninhabitable following Damage resulting from an insured Contingency provided that the maximum period during which payment will be made under this extension will not exceed 24 months from the date of the Damage and Our liability will not exceed the Sum Insured on the Building that has been damaged.

### 20 Fly Tipping

Costs reasonably and necessarily incurred with Our consent in respect of the clearing and removing any property illegally deposited in or around the Premises.

Provided that Our liability in respect of this Extension will not exceed £25,000 for any one claim.

### 21 Removal of Nests

Costs reasonably and necessarily incurred with Our consent in respect of removing bees, wasps and hornets nests from the Premises.

Provided that Our liability in respect of this Extension will not exceed £1,000 for any one claim.

### 22 Contractors Interest

Where You are required to effect insurance on the Property in the joint names of Yourself and the contractor under the terms of a condition in the contract between You and the contractor then the interest of the contractor in the Property as a joint insured is hereby noted provided You will advise Us of details of any single contract valued in excess of £100,000 excluding VAT or 10% of the Sum Insured on the property insured, whichever is the less, and pay any additional premium We may require.

### 23 Further Investigation Expenses

Where a Property has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Property which is not immediately apparent, We will pay the reasonable costs incurred by You with Our prior consent in establishing whether or not such Damage has occurred.

We will pay the reasonable costs incurred by You in establishing whether or not other Property in the vicinity owned or leased by You or for which You are responsible have suffered Damage in the same incident as that causing Damage to the Property but only if such Property is subsequently found to have suffered such Damage for which We are liable.

### 24 Removal of Tenants Debris

Costs necessarily and reasonably incurred by You following Damage in respect of the removal of tenants debris subject to such costs being agreed with Our consent and not otherwise recoverable by You subject to Our liability not exceeding £25,000 for any one claim.

### 25 Temporary Removal

Any parts of the Buildings temporarily removed for cleaning renovation or repair or display or similar purposes but only to the extent that they are not otherwise insured.

### 26 Loss of or Duplication of Keys

The reasonable cost of replacement locks and keys in respect of doors and windows for which You are responsible and which are necessary to maintain the security of the Property:

- a following the accidental loss of Keys; or
- b where there is reasonable evidence that such Keys have been copied by an unauthorised person;

subject to Our liability not exceeding £15,000 any one claim.

For the purpose of this Extension the definition of Keys is:

Any device used to open a lock including but not restricted to any electronic device key card or remote control transmitter.

## Exclusions

We will not be liable under this Section for:

- 1 Property more specifically insured by You or on Your behalf;
- 2 Damage to Glass and Sanitary Ware as defined under Section 5 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon;
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self ignition, short circuit, excessive pressure, self heating or leakage of electricity unless more specifically insured under the Policy Extensions.

## Conditions

### 1 Index Linking

The Sum Insured by each item of this Section 1 is subject to Index Linking.

### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis.

### 4 Designation

For the purpose of determining where necessary the heading under which property is insured, We agree to accept the designation under which such property has been entered in Your records.

### 5 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We will automatically reinstate the Sum Insured provided that You agree to pay the additional premium.

### 6 Excess

This Section does not cover and We will not be liable for the amount of the Section Excess stated in the Schedule being the first part of each and every claim, for Damage caused by any of the following Contingencies:

- a Contingencies 6, 7, 8, 9, 10, 12 and 15.
- b Contingency 14

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### 7 Felt/ Flat Roof

It is a condition precedent to Our liability that any flat or felt on timber portion of the roof is to be inspected once every 3 years by a competent roofing contractor and any recommendations are implemented immediately.

### 8 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 14, that You will notify Us immediately of any demolition, groundwork, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

# Section 2: Landlords Contents

## Definitions

The definitions which apply to this Section are in addition to the General Definitions

### Contingencies

- 1 **a Fire** but excluding Damage caused by:
  - i explosion resulting from fire;
  - ii earthquake or subterranean fire;
  - iii **a** its own spontaneous fermentation or heating; or  
**b** it undergoing any heating process or any process involving the application of heat; or
- b Lightning.**
- 2 **Explosion**
  - a of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
  - b otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.
- 3 **Aircraft** or other aerial devices, or articles dropped therefrom.
- 4 **Earthquake, Subterranean Fire.**
- 5 **Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:
  - a caused by cessation of work; or
  - b due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 6 **Malicious Persons** or vandals, excluding Damage:
  - a caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
  - b caused by cessation of work;
  - c due to confiscation, requisition or destruction by or by order of the government or any public authority;
  - d caused by Theft as defined in Contingency 7 below;
  - e when the Premises are Vacant or Disused;
  - f in respect of property in the open unless agreed otherwise by Us;
  - g in respect of property in any structure which is incapable of being locked; or
  - h caused by Your Employees lawfully on Your Premises.
- 7 **Theft or any attempt thereat** excluding Damage:
  - i in respect of property in the open unless agreed otherwise by Us;
  - ii when the Premises are Vacant or Disused;
  - iii in respect of property in any outbuilding detached from the main Building in excess of £2,500;
  - iv caused by Your Employees, tenants or any other persons lawfully in Your premises; or
  - v which You are able to recover from another source or which is more specifically insured.
- 8 **Storm, Tempest**, excluding Damage:
  - a caused by frost, subsidence, ground heave or landslip;
  - b attributable solely to change in the water table level; or
  - c to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.
- 9 **Flood** excluding Damage:
  - a caused by storm or tempest;
  - b caused by escape of water from any tank, apparatus or pipe;
  - c caused by frost, subsidence, ground heave or landslip;
  - d attributable solely to change in the water table level; or
  - e to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.
- 10 **Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:
  - a caused by water discharged or leaking, from any automatic sprinkler installations;
  - b when the Premises are Vacant or Disused; or
  - c from any portable oil-fired heating installation.
- 11 **Leakage of beverages** from storage containers pipes and apparatus but excluding Damage:
  - a occasioned by leakage of beverages from bottled stock; or
  - b to Property in any portion of the Premises which is Vacant or Disused.

**12 Impact by:**

- a** falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
- b** collapse or breakage of television or radio receiving aerials or satellite dishes; or
- c** vehicles or animals.

**13 Accidental Discharge or Leakage of Automatic Sprinkler Installations, excluding**

Damage caused by or attributable to:

- a** heat caused by fire;
- b** freezing when the Premises are Vacant or Disused;
- c** repairs, alterations or extensions to the structures and/or sprinkler installations; or
- d** defects in construction or condition, of which You are aware.

**14 Subsidence, Ground Heave and Landslip**

Subsidence or ground heave, of any part of the site on which the Premises stand and landslip, but excluding:

- a** Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting a structure insured hereby;
- b** Damage caused by or consisting of:
  - i** the normal bedding down or settlement of new structures;
  - ii** the settlement or movement of made-up ground;
  - iii** coastal or river erosion;
  - iv** defective, design or workmanship or the use of defective materials; or
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c** Damage which commenced prior to the Effective Date (as stated in the Schedule); or
- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property; or
  - ii** groundworks or excavation, at the same Premises.

**15 Any Accidental Cause** excluding:

- a** Damage:
  - i** caused by or specifically excluded in the Contingencies 1-14; or

- ii** caused by theft or any attempt thereat, not involving;
  - a** entry to or exit from structures, at the Premises by forcible and violent means; or
  - b** violence or threat of violence, to You or any director of or any partner of or Employee of Yours, or their families;

**b** Damage to the Property Insured caused by or consisting of:

- i** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
- ii** faulty or defective workmanship, operational error or omission, on the part of You or any of their Your Employees,

but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;

**c** Damage caused by or consisting of:

- i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
- ii** change in temperature, colour, flavour, texture or finish, action of light,

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 in connection therewith; or
- iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,

but this will not exclude:

- i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
- ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);

**d** Damage caused by or consisting of:

- i** subsidence, ground heave or landslip;
- ii** normal settlement or bedding down of new structures;

- iii acts of fraud or dishonesty;
- iv disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
- v electrical or magnetic injury, disturbance or erasure, of electronic records;
- e destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g Damage to the Property insured:
  - i caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h Damage:
  - i caused by freezing; or
  - ii to fixed glass and sanitary ware, in respect of any building which is Vacant or Disused;
- i Damage in respect of:
  - i jewellery, precious stones, precious metals, bullion or furs;
  - ii property in transit;
  - iii money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv fixed Glass and Sanitary Ware:
    - a due to repairs or alterations, being carried out at the Premises;
    - b during installation or removal, of such Glass or Sanitary Ware; or
    - c which was broken or cracked prior to the Effective Date (as stated in the Schedule);

- j Damage in respect of:
  - i vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv livestock, growing crops or trees, unless specifically mentioned as insured by this Section; or
- k Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

### Landlords Contents

- 1 Furniture, furnishings, utensils and domestic appliances belonging to You or for which You are responsible as Landlord
- 2 Fixtures and fittings for which You are legally responsible as Landlord as defined in the lease but excluding:
  - a stock and materials in trade;
  - b bills of exchange, promissory notes, money, securities, stamps, deeds, bonds or documents of any description;
  - c business books, plans, specifications, designs and computer records;
  - d jewellery, watches, furs, precious metals, precious stones or articles made from them;
  - e curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000; or
  - f property more specifically insured

### Contents of Common Parts

Landlords Contents in the common parts of the Buildings to which all tenants have access.

### Floor Coverings

Materials used to cover entire floors within rooms and other internal areas of the Premises.

## Cover

In the event of Damage to the Landlords Contents, Contents of Common Parts and Floor Coverings insured at the Premises occurring during the Period of Insurance and caused by any of the Contingencies (where stated in the Schedule), We will pay to You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

- a** Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Extensions

**The insurance provided by this Section is extended to include the following:**

### 1 Temporary Removal

Contents of Common Parts whilst temporarily removed from or in transit to or from the Premises for cleaning renovation repair or similar purposes but remaining in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a** any amount exceeding £25,000; or
- b** property otherwise insured.

### 2 Replacement Locks

The cost of changing locks and keys on doors, windows, safes and strongrooms, at the Premises following theft, where insured by this Section, of keys from the Premises or from Your home or that of any of Your partners or any of Your directors or any Employee entrusted with keys, provided that Our maximum liability under this Extension as a result of any one event of such theft will not exceed £25,000 in the Aggregate.

### 3 Removal of Debris of Tenants Contents

Irrecoverable costs and expenses necessarily incurred by You with Our consent in removing from the Premises the debris of contents (not being Your property) sustaining Damage by any of the Contingencies insured up to a limit of £25,000 in respect of any one Premises.

We will not pay for any costs or expenses:

- a** incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site; or
- b** arising from pollution or contamination of Property not insured by this Section.

### 4 Metered Water and Heating Oil

The loss of metered water or heating oil contained in a fixed installation at the Premises following Damage up to a limit of £25,000 in any one Period of Insurance.

### 5 Alternative Accommodation Costs

Costs reasonably and necessarily incurred with Our consent in respect of alternative accommodation whilst the Building is uninhabitable following Damage resulting from an insured Contingency provided that the maximum period during which payment will be made under this extension will not exceed 24 months from the date of the Damage and Our liability will not exceed £100,000 in total for all claims or series of claims, arising out of any one original clause.

## Exclusions

This Section does not cover:

- 1** Property more specifically insured by You or on Your behalf;
- 2** Damage due to cessation of work or by confiscation or detention by customs or other officials or authorities;
- 3** Damage to any particular piece of plant or fittings of the electrical installation or appliances by self ignition, short circuit, excessive pressure, self heating or leakage of electricity unless more specifically insured under the Policy Extensions;
- 4** Damage to Glass and Sanitary Ware as defined under Section 5 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon; or
- 5** Damage to any electrical sign or its installation.

## Conditions

### 1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

### 2 Limit of Liability

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

### 4 Automatic Reinstatement of Sum Insured

We will in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a You agree to pay the appropriate additional premium; and
- b You will take immediate steps to carry out any alterations to the protections of the Premises which We may require.

### 5 Excess

This Section does not cover and We will not be liable for the amount of the Section Excess stated in the Schedule being the first part of each and every claim, for Damage caused by any of the following Contingencies:

- a Contingencies 6, 7, 8, 9, 10, 12, and 15.
- b Contingency 14

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### 6 Flat Roof Condition

It is a condition precedent to Our liability that any flat or felt on timber portion of the roof is to be inspected once every 3 years by a competent roofing contractor and any recommendations are implemented immediately.

Notwithstanding any other Excess applicable under this Section, this Section does not cover and We will not be liable for the first £250 of each and every claim, for Damage to Property Insured under this Section caused by Contingency 8 as defined within this Section, in respect of any portion of the Premises roofed with felt on timber or with a flat roof.

All claims or series of claims, arising out of any one original cause will be treated as one claim.

### 7 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 14, that You will notify Us immediately of any demolition, groundwork, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

# Section 3: Public Liability

## Definitions

The definitions which apply to this Section are in addition to the General Definitions

### Business

The Business as shown in the Schedule includes:

- a ownership, maintenance and repair of the premises;
- b the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services;
- c private work undertaken with Your prior consent by Employees for any of Your directors or senior officials; and
- d participation in trade shows or exhibitions.

### Employee

Any person while working for You in connection with the Business who is:

- a under a contract of service or apprenticeship with You;
- b a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
- c a labour master or person supplied by a labour master;
- d a person engaged by a labour only sub contractor;
- e a self employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;
- f a driver or operator of hired in plant;
- g a trainee or person undergoing work experience; or
- h a voluntary helper.

### Territorial Limits

- a The United Kingdom, the Channel Islands and the Isle of Man; and
- b elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

## Cover

In the event of the Contingency described below We will indemnify You against the following:

- a all sums which You become legally liable to pay for compensation and claimants costs and expenses in respect of the Contingency in connection with the Business;
- b all costs and expenses of litigation incurred with Our prior written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- c the payment of the solicitors fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroners Inquest or Fatal Accident Inquiry in respect of such Contingency.

## Contingency

### 1 Public Liability and Property Owners Liability

- a accidental Bodily Injury to any person other than an Employee if such injury arises out of and in the course of their employment by You;
- b accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee;
- c accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
- d wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

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

Our liability for all compensation (excluding costs) payable under Contingency 1 (Public Liability and Property Owners Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 3 of the Schedule.

## Extensions

### 1 Cross Liabilities

Where You comprise more than one party, We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

### 2 Motor Contingent Liability

Despite Exclusion 4 of this Section We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in The United Kingdom, the Channel Islands and the Isle of Man:

Provided that this indemnity will not apply:

- a** in respect of Damage to the vehicle or any property contained therein;
- b** whilst the vehicle is being driven
  - i** by You;
  - ii** with Your consent by any person who does not hold a licence to drive such a vehicle;
  - iii** to liability which is insured or would but for the existence of this Section be insured under any other insurance.

### 3 Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify You under this Section in respect of legal liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any business premises or land, disposed of by You.

Provided that this Extension will not apply to:

- a** the cost of rectifying and damage or defect, in the premises or land disposed of; or
- b** legal liability for which You are entitled to indemnity under any other policy.

### 4 Compensation for Court Attendance

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a** £500 for You or any of Your directors or Your partners;
- b** £250 for any Employee.

### 5 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a** in the event of the death of any person entitled to indemnity under this Section the deceaseds legal personal representatives but only in respect of liability incurred by such deceased person;
- b** at Your request:
  - i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
  - ii** any of Your directors Your partners or Employees in respect of liability arising in connection with the Business

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

- iii** any officer committee or member of Your canteen sports social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- iv** any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i** such persons are not entitled to indemnity under any other policy covering such liability;
- ii** each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- iii** We will retain sole conduct and control of any claim; or
- iv** where We are required to indemnify more than one party Our total liability will not exceed the relevant Indemnity Limit.

### 6 Worldwide Personal Liability

We will subject to the terms of this Section indemnify any person mentioned in Extension 5 paragraph **b** above or his or her spouse/civil partner during temporary visits anywhere in the world in connection with the Business but excluding liability arising from such a person owning or occupying land or buildings, or carrying on any trade or profession.

## 7 Contractors Contingent Liability

We will subject to the terms of this Section indemnify You in respect of liability arising out of minor work carried out by bona fide contractors in the form of decorations, repairs and routine maintenance p

Provided that:

- a such persons are not entitled to indemnity under any other policy covering such liability; and
- b Our maximum liability will not exceed the Indemnity Limit stated in Section 3 of the Schedule.

## 8 Contractual Liability

If You, by agreement, assume liability which would not otherwise have attached, the cover under this Section will only apply if We have sole conduct and control of all claims but excluding liability:

- a for liquidated damages or under any penalty clause;
- b arising from any contract which involves work outside the United Kingdom, the Channel Islands and the Isle of Man; or
- c for Damage to property caused by those risks against which You are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any subsequent revision or substitution or any other contract condition incorporating a similar requirement.

## 9 Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or Your partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. 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. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that:

- a this indemnity will not apply to the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of any person other than an Employee; and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

## 10 Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are:

- a registered in accordance with the terms of the Data Protection Act 1998; and
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £1,000,000.

The indemnity provided by this Extension will not apply to:

- i any damage or distress, caused by any deliberate act or omission, by You, the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- ii any damage or distress, caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying rewriting or erasing data;
- iv liability arising from the recording processing or provision of data for reward or to determine the financial status of any person; or
- v the payment of fines or penalties.

## 11 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;

- b** this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c** We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d** You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e** before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i** if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

## Exclusions

This Section will not apply to liability in respect of:

- 1** the ownership, possession or use by You of any buildings not insured under Section 1 of this Policy unless otherwise stated in the Schedule;
- 2** the ownership, possession or use by You of any land unless We have agreed to provide cover in respect of such land;
- 3** accidental Bodily Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery or the erection and dismantling of estate agency boards and signs;
- 4** accidental Bodily Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
  - a** any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy); or
  - b** any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft;
- 5** accidental Bodily Injury or Damage arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by You or anyone acting on Your behalf;
- 6** any goods which You supply, install, erect, repair, alter or treat;
- 7** the cost of rectifying or replacing defective work;
- 8** pollution or contamination other than caused by a sudden identifiable; unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.  
Our liability in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Indemnity Limit shown in the Schedule.  
For the purpose of this Exclusion "pollution or contamination" means:
  - a** all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination;
- 9** Damage to any commodity article or thing supplied installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof;
- 10** We will not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Damage to Property.

# Section 4: Rent Receivable

## Definitions

The definitions which apply to this Section are in addition to the General Definitions

### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the Rent Receivable is affected as a result of the Damage.

### Rent Receivable

The money including service charges paid or payable to You from the letting of Premises specified in the Schedule.

### Additional Expenditure

The additional expenditure necessarily and reasonably incurred with Our consent.

### Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- a bad debts;
- b debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage;
- c abnormal trading conditions affecting the Business;
- d Your last record of amounts owed by customers.

## Cover

### 1 Loss of Rent

If any property owned by You or for which You are responsible sustains Damage, for which liability has been admitted under Sections 1 or 2, causing an interruption of the Business which results in loss of Rent Receivable We will indemnify You for the:

- a amount by which the Rent Receivable during the Indemnity Period, as a result of Damage, falls short of the Rent Receivable which would have been received during the Indemnity Period had no Damage occurred;
- b Additional Expenditure for the sole purpose of avoiding or diminishing the reduction in Rent Receivable during the Indemnity Period as a result of the Damage, not exceeding the amount of [the reduction in] Rent Receivable thereby avoided;

less any sum saved during the Indemnity Period in respect of charges or expenses payable out of Rent Receivable which cease or are reduced as a result of the Damage and provided that Our liability in respect of each Item on Rent Receivable will not exceed 200% of the Sum Insured;

## Extensions

Any loss in respect of Rent Receivable as insured by this Section is extended to include interruption of the Business as a result of:

### 1 Boiler Explosion

Damage resulting from the explosion of any boiler or economiser on the Premises belonging to You or under Your control.

### 2 Prevention of Access

Damage to property:

- a in the vicinity of the Premises caused by any of the Contingencies insured under Section 1 or Section 2 which prevents or hinders use of or access to the Premises;
- b at the premises of Your managing agents in the United Kingdom, the Channel Islands or the Isle of Man.

### 3 Alternative Accommodation

In the event of Damage to the Premises caused by any of the Contingencies insured under Section 1 resulting in:

- a a residential portion of the Premises being uninhabitable, or
- b access being prevented to a residential portion of the Premises this insurance extends to include the reasonable additional cost of similar comparable accommodation incurred by the lessee or owner until the residential portion is habitable or accessible.

The amount payable under this Extension will not exceed the Sum Insured shown in the Schedule during any one Period of Insurance.

#### 4 Loss of Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain Damage from any of the Contingencies insured under Section 1 of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof; and
- b the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Damage.

Provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable will be proportionately reduced.

This loss of Book Debts Extension does not cover loss as a result of:

- i erasure or distortion of information on computer systems or other records:
  - a due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to said machine or apparatus;
  - b due to defects in such records
- ii deliberate falsification of business records;
- iii mislaying or misfiling of tapes and records;
- iv the deliberate act of the public supply undertaking in restricting or withholding electricity supply;
- v wear and tear and gradual deterioration vermin rust damp or mildew; or
- vi dishonest or fraudulent acts by any of Your employees.

#### Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy;

- a in a locked, fire resistant safe or cabinet at the Premises; or
- b away from the Premises.

#### 5 Public Utilities

- a accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:
  - i Your wilful act or neglect;
  - ii a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;
  - iii a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment;
  - iv any industrial action or drought;
  - v any failure of supply lasting for less than thirty minutes;
- b Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

#### 6 Professional Accountants Charges

Any particulars or details in Your books of account or other information or evidence which We may require under the conditions of this Policy for the purpose of investigating or verifying any claim may be produced by professional accountants if, at any time, they are regularly acting as such for You and their report will be prima facie evidence of the particulars and details to which such report relates.

We will pay the reasonable charges payable by You to the accountants for producing such information.

#### 7 Automatic Rent Review

Where the Rent Receivable is subject to a rent review during the Period of Insurance the relevant Sum Insured will be automatically increased to reflect the revised Rent Receivable earned up to a maximum increase of 100% of the Loss of Rent Sum Insured stated on the Schedule.

No additional premium will be charged for this increase in cover during the Period of Insurance provided that You advise Us, prior to renewal, of the revised Rent Receivable for the next Period of Insurance.

## 8 Waiver of Subrogation Rights

In the event of a claim arising under this Section We agree to waive any rights, remedies or relief to which We might become entitled by subrogation against:

- a any company standing in the relation of parent to subsidiary (or subsidiary to parent) to You;
- b Any company which is a subsidiary of a parent company of which You are a subsidiary;

In each case as defined by current legislation:

- c any tenant of the Buildings unless the Damage:
  - i has been occasioned or contributed to the fraudulent or criminal or malicious act of such tenant;
  - ii has been caused by impact by any road vehicle belonging to or under the control of the tenant or his employees; or
  - iii has occurred to parts of the Premises not leased or rented by such tenant (other than common parts which may be used by all tenants).

## 9 Contingency Rent Extensions for Landlords Protection

Where there is provision in the lease agreed between You and lessee of the Premises for an abatement of rent in the event of any loss as described below or where the Rent Receivable is reduced as a direct consequence of the turnover of the lessees business being reduced by any such loss or in respect of any Premises where there are no leases or licences in force at the date of any such loss the insurance by the item on Rent Receivable is extended to include the following subject to Our liability not exceeding £500,000 for all losses or series of losses arising directly from the same originating cause:

### a Denial of Access

Loss as insured caused by prevention or hindrance of access to the Premises or prevention of use of the Premises in consequence of any property or rights of way in the immediate vicinity of the Premises being:

- i occupied by terrorists or persons thought to be terrorists;
- ii unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;
- iii thought to contain or actually containing a harmful device, provided that the police are immediately informed; or

- iv closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing is due to the condition of the Premises or the business carried on within the Premises; Your or lessees non compliance with a prior order of the police or any statutory body; action taken as a result of drought or diseases or other hazards to health.

Provided that:

- i We will not be liable for loss arising from any cause within Your control or lessee or loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;
- ii the cover provided by items i of this Extension is not subject to General Exclusion 1 of this Policy in respect of terrorism; and
- iii where Denial of Access is caused by the threat of terrorism Our limit of liability is £100,000 for all losses or series of losses arising directly from the same originating cause;

### b Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide

Loss as insured arising from the closure of the Premises or any part thereof on the order or advice of any local or governmental public authority due to any occurrence of the following at the Premises:

- i a acute encephalitis, acute poliomyelitis, anthrax, chickenpox, cholera, diphtheria, dysentery, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles meningococcal infection, mumps, opthalmia neonatorum, paratyphoid fever, bubonic plague, rabies, rubella, scarlet fever, smallpox, tetanus, typhoid fever, viral hepatitis, whooping cough or yellow fever;
- b any discovery of an organism likely to result in the occurrence of a disease listed in a above; or
- c a disease listed in a above attributable to food or drink supplied from the Premises;
- ii the discovery of vermin or pests;
- iii any accident causing defects in the drains or other sanitary arrangements; or
- iv any occurrence of murder or suicide;

Provided that:

- i for the purposes of this Extension the Indemnity Period will commence from the date on which the Premises or any part thereof is closed on the order or advice of the local or governmental public authority; and
- ii We will not be liable under this Extension:
  - a for any costs incurred in the cleaning, repair, replacement, recall or checking of property;
  - b for loss arising at Premises which are not wholly or partially closed on the order or advice of the local governmental public authority;

#### c Failure of Utilities

Loss as insured caused by the failure of the supply of:

- i electricity at the terminal ends of the supply authoritys service feeders at the Premises;
- ii gas at the supply authoritys meters at the Premises;
- iii water at the supply authoritys main stop cock serving the Premises; or
- iv land based telecommunications
  - by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought.

### 10 Loss of Attraction

Damage to buildings or other property in the immediate vicinity of the Premises which would have such an effect on the business carried on at the Premises that:

- a an agreement to lease the Premises or any part of the Premises in course of negotiation or review is avoided or amended and the Rent Receivable is reduced; or
- b the turnover of any lessees business is affected and Rent Receivable is reduced;

subject to Our liability not exceeding £250,000 for all losses or series of losses arising directly from the same originating cause.

## Conditions

### 1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 4 in the Schedule for each item.

### 2 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We will automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

### 3 Cessation of Trading

This Section will be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless we give Our written consent.

### 4 First Financial Year

In the event of Damage occurring before the first financial year of the Business the results of the Business to date of the Damage will be used as a basis on which to assess what the Rental Income for the first financial year would have been had the Damage not occurred.

### 5 Payment on Account

In the event of Damage We will if requested by You make payments on account during the Indemnity Period.

### 6 Unoccupied Buildings

Where the Buildings or any part of them are unoccupied and sustain Damage during the Period of Insurance Our maximum liability will be the loss of Rent Receivable during the period of reinstatement or repair and will be calculated based solely on any tenancy agreement in respect of such Building in existence at the time of the Damage occurring.

# Section 5: Glass and Sanitary Ware

## Sub Section 1 Glass and Sanitary Ware

### Definitions

The definitions which apply to this Sub-Section are in addition to the General Definitions

#### Glass

All fixed external and internal glass (including shelves, showcases and mirrors) forming part of the structure of the Premises excluding any such glass in shop, showroom, or office fronts.

#### Sanitary Ware

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

### Cover

In the event of breakage of Glass or Sanitary Ware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We will not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

## Sub Section 2 Glass in Shop Fronts

### Definitions

The definitions which apply to this Sub-Section are in addition to the General Definitions

#### Shop Front Glass

All fixed external glass forming part of shop, showroom, or office fronts of the Premises.

### Cover

In the event of breakage of Shop Front Glass for which You are responsible at the Premises We will:

- a replace such broken Shop Front Glass with glass of a similar manufacture and quality; or
- b where required by legislation with glass of a superior quality in accordance with the appropriate British Standard; or
- c at Our option pay You the cost of replacement.

## Extensions to Sub Sections 1 & 2

We will also indemnify You in respect of:

- 1 any boarding up costs reasonably incurred following breakage of Glass;
- 2 damage to frames or framework following breakage of Glass;
- 3 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage;
- 4 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass; and
- 5 accidental damage to goods incidental to the Business caused by breakage of Glass in display windows.

Provided that Our total liability under Extensions 2, 3, 4 and 5 will not exceed the Sum Insured shown in the Schedule for any one incident.

## Exclusions to Sub Sections 1 & 2

These Sub Sections do not cover breakage or Damage:

- 1 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon;
- 2 occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises;
- 3 caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 1 or Section 2 of this Policy;
- 4 of any item flawed or broken at the commencement of this insurance; or
- 5 in any portion of the Building which is Vacant or Disused.

## Condition Applicable to Sub Sections 1&2

- 1 We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

# Section 6: Employers Liability

## Definitions

### Business

The Business as shown in the Schedule includes:

- a** ownership, maintenance and repair of the premises;
- b** the provision and management of canteen sports social; or welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services;
- c** private work undertaken with Your prior consent by Employees for any of Your directors or senior officials; and
- d** participation in trade shows or exhibitions.

### Territorial Limits

- a** The United Kingdom, the Channel Islands and the Isle of Man; and
- b** elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in **a** above, in respect of the performance of non manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

## Employee

Any person while working for You in connection with the Business who is:

- a** under a contract of service or apprenticeship with You;
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
- c** a labour master or person supplied by a labour master;
- d** a person engaged by a labour only sub contractor;
- e** a self employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;
- f** a driver or operator of hired in plant;
- g** a trainee or person undergoing work experience; or
- h** a voluntary helper.

## Cover

In the event of the Contingency described below We will indemnify You against the following:

- a** all sums which You become legally liable to pay for compensation and claimants costs and expenses in respect of the Contingency in connection with the Business;

- b** all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- c** the payment of the solicitors fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroners Inquest or Fatal Accident Inquiry in respect of such Contingency.

## Contingency

### 1 Employers Liability

Bodily Injury caused during the Period of Insurance to any Employee if such Bodily Injury arises out of and in the course of their employment by You.

Our liability for all compensation, legal costs and expenses and solicitors fees payable under Contingency 1 (Employers Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 6 of the Schedule.

## Extensions

### 1 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a** in the event of the death of any person entitled to indemnity under this Section the deceaseds legal personal representatives but only in respect of liability incurred by such deceased person;
- b** at Your request:
  - i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
  - ii** any of Your directors Your partners or Employees in respect of liability arising in connection with the Business

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

- iii** any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;

- iv any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability;
- ii each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- iii We will retain sole conduct and control of any claim; or
- iv where We are required to indemnify more than one party Our total liability will not exceed the relevant Indemnity Limit.

### 3 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. 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. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that:

- a this indemnity will not apply to the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of Employee(s); and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

### 4 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Bodily Injury caused during any Period of Insurance and arising out of and in the course of employment by You in the Business against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request indemnify up to the Indemnity Limit the said Employee or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a there is no appeal outstanding; and
- b if any payment is made hereunder the Employee or the personal representative of the Employee will assign the judgement to Us.

### 5 Injury to Working Partners

In respect of Injury sustained by any working partner We will deem such partner to be an Employee provided that We will only be liable under this Extension where:

- a the Injury is sustained whilst such partner is working in connection with the Business; and
- b the Injury is caused by the negligence of another partner or Employee whilst working in the Business.

### 6 Compensation for Court Attendance

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a £500 for You or any of Your directors or Your partners;
- b £250 for any Employee.

### 7 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;

- d You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
  - e before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.
- 2 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 will be deemed to commence at the time of embarkation onto a conveyance at the point of 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.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

## Conditions

### 1 Right of Recovery

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, the Channel Islands or the Isle of Man.

However, You will repay Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers Liability Insurance

If this Policy or Section is cancelled, any Certificate of Employers Liability Insurance will be cancelled from the same date.

## Exclusions

We will not be liable under this Section in respect of Bodily Injury:

- 1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle", "use" and "road" will have the same meanings as in Part VI of the Road Traffic Acts 1988; or

# Section 7: Terrorism

## Definitions

**These definitions are in addition to the General Definitions of this Policy.**

### Act of Terrorism

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

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Great Britain

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

### Hacking

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

### Nuclear Installation

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

- a** the production or use of atomic energy or
- b** the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- c** the storage processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Phishing

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

### Private Individual

Any person other than

- a Trustee or body of Trustees where insurance is arranged in accordance with the terms of a trust
- a person who owns Residential Property for their business as a sole trader.

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a block of flats and is occupied as a private residence by any of the trustee(s) or sole trader(s) the property insured shall be deemed to be insured in the name of a Private Individual.

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the name of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

### Residential Property

Private dwelling houses and flats (including household contents and personal effects as insured).

### Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

**Virus or Similar Mechanism** means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

### Cover

In consideration of the payment of the Terrorism Premium for the relevant Period of Insurance the insurance by this Policy is extended to include Damage to the property insured and loss consequent on interruption to or interference with the Business as insured by this Policy in the following Territories stated below caused by or resulting from an Act of Terrorism but only where Terrorism insurance is shown as operative in the Policy Schedule.

Provided always that

**A** Terrorism insurance is

- subject to the Exclusions stated below
- not subject to any other Exclusions

**B** the Company's liability shall not exceed in any one Period of Insurance

- in all the total sum insured
- for any item its sum insured or any other stated limit of liability specified in the Schedule or elsewhere in the Policy

whichever is the less

Subject always to the Limits applying to Terrorism insurance shown against the Territories stated below after application of all the provisions of the insurance including any excess

Territory	Limit of Liability
Great Britain	As otherwise specified in this Policy
Elsewhere in the world	Not insured

In any action, suit or other proceedings where the Company alleges that any Damage or resulting loss or expense or other costs either directly or indirectly caused by Terrorism is not covered by this insurance the burden of proving that such Damage, loss or expense is covered shall be upon the Insured.

## Exclusions

### This Terrorism insurance does not cover

- 1** loss destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
- 2** any loss whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - a** the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
  - b** any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

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

- 3** any loss whatsoever or any consequential loss resulting or arising from any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor
- 4** in respect of Residential Property insured in the name of a Private Individual
 

any loss whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

  - a** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - b** ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - c** chemical and/or biological and/or radiological irritants contaminants or pollutants

### Special Conditions Applicable To Terrorism Insurance

- 1** The Company will not indemnify the Insured unless and until
  - a** the Treasury issues a certificate certifying that any Damage or resulting loss or expense or other costs either directly or indirectly was caused by Terrorism; or
  - b** in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between the Treasury, Pool Reinsurance Company Ltd and another body agreed by the Treasury and Pool Reinsurance Company Limited decides that the cause of such loss was due to Terrorism.
- 2** Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance shall not apply to Terrorism insurance
- 3** Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance.

# Optional Extensions

This Extension is operative only if the number set against it appears in the appropriate place in the Schedule.

In respect of the following Extension the terms conditions limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

## Optional Extension 1: Day One Extension

### Cover

The amount payable under this Extension in respect of Buildings will be the cost of Reinstatement of the property sustaining Damage.

### Definitions

#### Reinstatement

- a** The rebuilding or replacement of property sustaining Damage which, provided Our liability is not increased, may be carried out:
  - i** in any manner suitable to Your requirements;
  - ii** upon another site;
- b** the repair or restoration of property sustaining Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

#### Declared Value

Your assessment of the cost of Reinstatement of the property insured at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, allowance for:

- a** the additional cost of Reinstatement to comply with Public Authority requirements;
- b** professional fees; and
- c** debris removal costs.

### Conditions

- 1** At the inception of each Period of Insurance You will notify Us of the Declared Value of the property insured by each of the stated items. In the absence of such declaration the last amount declared (adjusted to reflect index linking where applicable) will be taken as the Declared Value for the ensuing Period of Insurance.
- 2** If at the time of Damage the Declared Value of the property covered by an item is less than the cost of Reinstatement at the inception of the Period of Insurance then Our liability for the Damage will not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.
- 3** Where the property sustains Damage in part only Our liability for repair or restoration will not exceed the amount which would have been payable had the property been totally destroyed.
- 4** No payment beyond the amount which would have been payable in the absence of this Extension will be made:
  - a** unless Reinstatement commences and proceeds without unreasonable delay;
  - b** until the cost of Reinstatement has been actually incurred; or
  - c** if the property insured at the time of its Damage is insured by any other insurance effected by You or on Your behalf which is not upon the same basis of Reinstatement.
- 5** All the terms and conditions of the Policy will apply:
  - a** in respect of any claim payable under the provisions of this Extension except as otherwise stated;
  - b** where claims are payable as if this Extension had not been incorporated except that the sums insured will be limited to that percentage of the Declared Values which the premium paid bears to that which would have been paid had this Extension not been incorporated.
- 6** Our liability in respect of each item will not exceed the Sum Insured stated in the Schedule.

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with General Condition D Cancellation.

## Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. We will return any premium paid in accordance with General Condition D Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG

Churchill Court Westmoreland Road Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pr**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**



[www.nig.com](http://www.nig.com)