

# Residential Let Property Owners' Insurance Policy



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

**uk** general  
ONLINE

# Welcome

UK General are niche commercial and personal lines insurance experts providing specialist underwriting, distribution and fulfilment services.

UK General was formed in 2009 following the merger of PBS Holdings Ltd and Longhawk Insurance Group. We now provide a unique, hybrid organisation with the ability to move between or combine our business models enabling maximum flexibility in meeting the requirements of both our trading partners and customers.

We have a proven reputation as developers of bespoke personal and commercial lines niche insurance products coupled with a unique combination of expertise, people, systems and access to underwriting capacity. This means we can create and deliver a wide range of carefully tailored general insurance products to the UK's intermediary and affinity marketplace.

UK General's operating style is to develop products according to our client requirements, ensuring bespoke product design is tailored to market and customer segment. Our group provides insurance solutions for a range of product categories including Commercial, Property, Financial & Specialist Risk, Travel and Agricultural.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of your small to medium sized businesses, while also reducing your businesses exposure to risk through providing effective risk management assistance and advice.

We work in partnership with an exclusive agency base of professional brokers which we regard as individuals, involving them in the decision-making process. By working hard to support our broker's business objectives we ensure our policyholders get the level of cover and service that suits their requirements.

From our centralised underwriting services teams in Leeds, Belfast and Glasgow we provide our trading partners with easy access to underwriters for quick and efficient quotations and policy inception. Building and maintaining strong relationships at a local level is core to our business proposition and our regional Business Development Managers are spread across the UK to provide a more local presence for our intermediaries.

If you would like to find out more about UK General please visit our website:

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

## Notification of New Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on:

**Claims Line: 0844 209 0999**

Open: Mon to Fri: 9am to 5pm

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# Property Owners' Policy

## Your Cancellation Rights

Although Insurers hope You are happy with the cover this Policy provides, if this Insurance doesn't meet Your requirements, You may cancel this Policy by –

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to UK General.

The Insurers will then cancel Your Policy with effect from the date upon which UK General receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £100) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

### **Insurers' Rights to Cancel Your Policy**

Insurers shall not be bound to accept any Renewal of this Policy. There are circumstances in which Insurers or Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

### **Non Payment of Premium and/or Insurance Premium Tax**

If Insurers do not receive the Premium and Insurance Premium Tax in full Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation by recorded delivery to Your last known address. Insurers will usually send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

### **Cancellation for other reasons**

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate. In such circumstances Insurers will give You written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent.

## Details about the regulator

UK General is a trading name of Primary General Insurance Limited which is authorised and regulated by the Financial Services Authority, FSA register number 308347. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## Compensation Arrangements

Primary General Insurance Limited and Fortis Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our insurance obligations. This depends on the type of business and the circumstances of the claim. The scheme covers 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk> or You may write to the Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyd's Chambers, Portoken Street, London E1 8BN.

# Property Owners' Policy

## Complaints Procedure

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint, You should, in the first instance, contact either the intermediary who arranged the Policy for you, or the branch of UK General which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured, Policy Number and departmental references.

Should the matter not be resolved to your satisfaction, please write to:

The Customer Relations Department  
UK General  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
West Yorkshire, LS10 1RJ

Tel: 0845 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If you cannot settle your complaint with UK General, You may write to the Chief Executive Officer of the Insurers who have underwritten this Policy. If You then cannot settle Your complaint with the Insurers who have underwritten the Policy you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk>

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after UK General have given You written confirmation that You have been through the Complaints Procedure and Your business has a turnover of less than £1,000,000.

You can contact the Ombudsman at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E1 4SR

Phone 0845 080 1800. Fax 0207 64 1001.

Your legal rights will not be affected by following the Complaints Procedure or by contacting the FOS.

## Policy Information

(Not forming part of this Policy)

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of

- a) the Introduction which explains the basis on which the cover is provided
- b) the Schedule which shows who is the Insured, the Business being covered and other Policy particulars such as the Period of Insurance (also included with the Schedule are details of which Sections are operative)

- c) the General Policy Definitions, Exclusions and Conditions which incorporate definitions and Terms that apply to the whole Policy
- d) the Sections of the Policy which give precise details of the cover being provided
- e) any Endorsement(s) and/or Clause(s) which might apply to the Policy or individual Sections and which incorporate cover amendments, Extensions, limitations and such like.

Immediate notice should be given to the Insurers of any changes as these may affect the Insurance provided by this Policy

Alterations in the cover required after issue of the Policy will be confirmed by separate Endorsement(s) which you should file with the Policy. You should refer to the Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Your insurance intermediary will be able to provide any help or information that you might require.

In the event of an occurrence which may give rise to a claim, please contact Your Insurance Intermediary or alternatively you can contact UK General on the claims number **0844 209 0999**.

## Data Protection

All personal information about You will be treated as private and confidential (even when You are no longer a customer), except where the disclosure is made at Your request, with Your consent, in relation to administering Your Insurance or where law requires. As part of the FSA's duties, UK General may be asked to provide them with access to customer records in order that they may carry out a review of UK General's activities. Some or all of the information you supply to Insurers in connection with Your Insurance Proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 You have a right of access to see personal information about You that is held in the records, whether electronically or manually. If You have any queries, please write to the Customer Services Manager at the above address.

## Disclosure

Your insurance is based upon the information provided to UK General and You must ensure that all such information is complete and accurate, and that any facts that may influence the Insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate Your Insurance cover and could mean that part, or all, of a claim may not be paid.

## Duration of cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

# Property Owners' Policy

## 1. Introduction

- 1.1 Each Section of this Policy, the Schedule to each Section, any Endorsement(s) and/or Clause(s) together with this Introduction and the General Policy Definitions, Exclusions, Conditions and the Proposal and /or Statement of Fact shall be read as one document and form the Contract of Insurance.
- 1.2 Any word or expression given a specific meaning in -
  - 1.2.1 the Schedule, any Policy Endorsement(s), any Policy Clause(s) or this Introduction and the General Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated
  - 1.2.2 an individual Section or any Section of an Endorsement(s) and/or Clause shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and/or Clause(s) and such meaning shall apply throughout the Section or Endorsement(s) and/or Clause(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the Insured within the Terms of and subject to the Exclusions and Conditions of this Policy in respect of liability, loss or damage as set out in each Section, Endorsement(s) and/or Clause(s) occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their proportionate liability. The Insurers are not responsible for the proportionate liability of any Insurer who for any reason does not satisfy all or part of its obligations.
- 1.5 The Proposal and/or Statement of Fact made by the Insured is the basis of and forms part of this Policy.

## 2. The Insurers

In accordance with the authorisation granted to UK General by Fortis Insurance Limited (hereinafter 'Insurer') and in consideration of the appropriate premium having been paid, the said Insurer (their Executors and Administrators) are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

All Sections (Except Residential Let Legal Protection Section)  
Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Registered number: 354568 England.

## 3. Choice of Law applicable to this contract

The Parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

## 4. Use of Language

Unless otherwise agreed the contractual Terms and Conditions and other information relating to the contract will be in English.



Karen Smith  
Technical Director  
UK General  
Registered Office  
Cast House  
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Leeds  
West Yorkshire, LS10 1RJ

UK General is a trading name of Primary General Insurance Limited. Registered in England (Company No. 4401961).

For and on behalf of the Insurers

## General Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions.

### **Policy**

The document described in the Introduction.

### **Section/Sections**

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

### **Schedule**

The part of this Policy that details Statement of Fact and other information forming the basis of this contract such as operative limits, additional perils and any inoperative Sections of this Policy.

### **The Insurers**

As detailed on page 5 of this Policy Wording and in the Policy Summary.

### **Insured**

The Insured named as shown in the Schedule.

**You/Your** means the Insured.

### **Period of Insurance**

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

### **Business**

The Business Description stated in the Schedule.

### **Sum Insured**

The maximum amount the Insurers will pay for each item Insured under any Section.

### **Total Sum Insured**

The total amount payable by the Insurers under any Section.

### **Excess**

The first part of each and every loss for which the Insured is responsible. (Not applicable to the Employers' Liability Section)

### **Money**

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

### **Unoccupied**

Any building or part of building that is unoccupied by any person, untenanted or no longer in active use in connection with the Business.

### **Property**

The Premises, buildings, contents and any other property or goods specified as an item under the heading sums Insured in the Schedule.

### **Premises**

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

# General Policy Exclusions

The following exclusions will apply to the indemnity given under the whole of this Policy (including all Sections and Endorsements) unless otherwise indicated.

## 1. Radioactive Contamination

The Insurers shall not provide indemnity under this Policy in respect of any

- a. Loss or destruction of or Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b. Legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to by or arising from

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2. War and Similar Risks

- a. The Insurers shall not provide indemnity under this Policy in respect of any Damage or Liability directly or indirectly occasioned by, happening through or any consequences of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b. In any action, suit or other proceedings where the Insurers allege that by reason of war and similar risks described above any loss, destruction or Damage is not covered by this Policy the burden of proving that such loss destruction or Damage is covered shall be upon the Insured.

## 3. Sonic Bangs

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or Damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 4. Confiscation

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or Damage directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of or Damage to Property by or under order of any government, municipal, local or customs authority.

## 5. Terrorism

This Policy does not cover any damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss -

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

**Terrorism** means -

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directly towards the overthrowing or influencing by force of violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to -
  - the use of threat of force and/or violence and/ or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or groups of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In respect of Residential Property thereof insured in the name of a Private Individual(s) this Terrorism Exclusion only applies to loss, damage, costs or expense caused by nuclear, chemical or biological contamination resulting directly or indirectly from Terrorism.

For the purposes of this Exclusion –

**Private Individual** shall mean –

Any person other than

- (1) a company, association or partnership
- (2) a trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) a person who owns Residential Property for the purpose of their business as a sole trader
- (4) a person who owns Residential Property of which in excess of 20% of the property is commercially occupied.

# General Policy Exclusions

Note:

(a) Where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property

and

(b) Where two or more persons have arranged insurance on Residential Property in their several names and/or the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property.

**Residential Property** shall mean -

- (1) Private dwelling houses and flats
- (2) Household goods and personal effects.

In any action, suit or other proceedings where the Insurers allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Policy will be upon the Insured.

## Special Provision - Terrorism

Subject otherwise to the Terms of the Policy -

1. none of the Exclusions in 5 (a), 5 (b) and 5 (c) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses
2. none of the Exclusions in 5 (a), 5 (b) and 5 (c) above shall apply to the Property Owners' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism, is limited to £2,000,000 or any other amount specified in the Policy and/or Schedule of Property Owners' Liability whichever is lower.

## 6. Data Recognition

- a. The Insurers shall not provide indemnity under this Policy in respect of any Damage directly or indirectly caused by, contributed to, consisting of or arising from the failure of any
  - i. Computer data processing equipment or media microchip integrated circuit or similar device or
  - ii. Other equipment or system for processing storing or retrieving data; or
  - iii. Computer software

Whether the Property of the Insured or not and whether occurring before during or after the year 2000 to

1. Recognise any date correctly as its true calendar date;or

2. Capture, save, retain or manipulate correctly, interpret or process any data, information, command or instruction as a result of treating any date otherwise than its true calendar date; or
3. Capture, save, retain or process correctly any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or process correctly such data on or after any date;

PROVIDED THAT such indemnity shall apply in respect of subsequent loss or Damage which itself results from a Defined Peril and which is not otherwise excluded in any Section.

- b. For the purpose of this General Policy Exclusion 6, a Defined Peril means fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, 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, leakage of fuel from any fixed oil or heating installation, impact by any road vehicle, train or animal, and theft or attempted theft.

## 7. Transmission and Distribution Line Exclusion

The Insurers shall not provide indemnity under this Policy in respect of any Damage directly or indirectly occasioned by any kind of above or below conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any Property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the Insured carries the risk are located no further than 500 feet from an Insured plant of this Insured. This Exclusion also applies to any consequential losses, time element losses or business interruption losses resulting therefrom including, but not limited to, increased cost of working.

This Exclusion applies to, but is not limited to, conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is, however, understood and agreed that this Exclusion shall not apply to contingent business interruption coverages including public utilities extensions and/or suppliers extensions, provided that these are not part of a supplier's, transmitter's or distributor's policy.

# General Policy Conditions

## 1. Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by the Insured or any person acting on the Insured's behalf.

## 2. Reasonable Precautions

The Insured must

- a. Take all reasonable precautions to prevent or minimise the 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
- d. Comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of Property and the safety of persons.

## 3. Claims

- a. The Insured shall in the event of any injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of this Policy, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding
  - i. Notify the Insurers as soon as reasonably possible under General Policy Condition 12.a.
  - ii. Pass immediately and unacknowledged, any letter of claim to the Insurers
  - iii. Notify the Insurers under General Policy Condition 12.a. immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or consequential loss, which may form the subject of a claim under this Policy
  - iv. Notify the Police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
  - v. Carry out and permit to be taken any action, which may be reasonably practicable to prevent further Damage or consequential loss
  - vi. Retain unaltered and unrepaired anything in any way connected with the injury, Damage or consequential loss for as long as the Insurers may reasonably require
  - vii. Furnish with all reasonable despatch at the Insured's expense such further particulars and information as the Insurers may reasonably require
  - viii. Make available at the Insured's expense any documents required by the Insurers with regard to any letter of claim
  - ix. Not pay or offer or agree to pay any money or make any admission of liability without the prior written consent of the Insurers

- b. No claim under this Policy shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurers, where the Insured has not complied with such terms.

## 4. Cancellation

Although Insurers hope you are happy with the cover this Policy provides, if this Insurance doesn't meet your requirements, You may cancel this Policy by –

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to UK General.

The Insurers will then cancel Your Policy with effect from the date upon which UK General receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £50) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

### Insurers' Rights to Cancel Your Policy

Insurers shall not be bound to accept any Renewal of this Policy. There are circumstances in which Insurers or Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

### Non Payment of Premium and/or Insurance Premium Tax

If Insurers do not receive the Premium and Insurance Premium Tax in full Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation by recorded delivery to Your last known address. Insurers will usually send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

# General Policy Conditions

## **Cancellation for other reasons**

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate.

In such circumstances Insurers will give you written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent.

## **5. Fraud**

If a claim is fraudulent in any respect or intentionally exaggerated or if the Insured makes a false declaration or statement or fraudulent means are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this Policy, or if any injury or Damage is caused by the wilful act or connivance of the Insured, all benefits under this Policy shall be forfeited.

## **6. Discharge of Liability**

(Not applicable to the Employers' Liability Section)

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

## **7. Rights of Third Parties**

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

## **8. Change of Risk**

The Insurers shall not be liable to make any payment under this Policy if

- a. Any change shall be made in the Premises, the Business or the occupancy or duties of the Insured whereby the risk of Damage accident or injury is increased; or

- b. The interest of the Insured ceases (unless the cessation is brought about by will or operation of law)

except where such alterations have been notified to and accepted by the Insurers under General Policy Condition 12.b.

## **9. Fire Extinguishing Appliances**

It is warranted that the Insured will ensure that any fire extinguishing appliances kept at the Insured's Premises are maintained in efficient working order.

## **10. Interest Clause**

The interests of third parties which the Insured is 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 the Insured notifying the Insurers under General Policy Condition 12.b. as soon as is reasonably practicable.

## **11. Protections**

It is warranted that the Insured will not vary or withdraw without the Insurers' prior written consent all protections at the Insured's Premises and that such protections will be maintained throughout the Period of Insurance .

## **12. Claims Notification**

- a. In respect of claims under this Policy, the Insured should contact the broker who arranged this policy for them, alternatively they can contact the UK General claims team direct on 0844 209 0999.
- b. In respect of any other information where the Insurers require the Insured to notify them under the terms of this Policy, the Insured should contact their insurance intermediary.

## **13. Claims (Arbitration)**

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

## **14. Territorial Limits**

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

# General Policy Conditions

## 15. Subrogation

Any claimant under this Policy shall, at the Insurers' request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurers make any payment.

The Insurers agree to waive any such rights to which the Insurers might become entitled by subrogation against

- a. Any company standing in relation to parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.
- b. Any tenant or lessee in respect of Damage to that part of the Premises occupied by the tenant or lessee or to the communal parts of the Premises, unless such Damage arises out of a criminal, fraudulent or malicious act by the tenant or lessee.

## 16. Notice of Property becoming Unoccupied and/or occupied

- (i) Notice must be given to the Insurers when any Building or part thereof becomes Unoccupied for a period exceeding 90 consecutive days or when an Unoccupied Building or part thereof is again occupied. A suitable additional premium must be paid if required and the risk is accepted by the Insurers.
- (ii) Failure to give such notice will result in any Unoccupied or Unoccupied Building which becomes occupied being uninsured. Cover, as restricted by Exclusion 6 Property Damage Section Cover and Exclusion 9 Loss of Rent Section Cover in respect of Unoccupied Buildings, is no longer operative.

## 17. Unoccupied Premises

It is a Condition precedent to liability, otherwise **no claim** shall be payable in respect of Damage, that whilst Buildings insured by this Section are Unoccupied the Insured shall in respect of such Buildings:

- (a) ensure that gas, water and electricity supplies are kept disconnected and that all water apparatus is drained except as otherwise agreed by the Insurers in writing (and other than those supplies required to operate fire and security protection or for other essential services)
- (b) ensure that all external doors are kept securely locked
- (c) keep all ground floor window openings securely fastened and, if specified by the Insurers in writing, boarded up in accordance with their requirements

- (d) maintain the buildings and all yards and external areas immediately surrounding the building free of all fuel and waste materials
- (e) ensure all letterboxes are sealed to prevent insertion of material.

The Insured shall inspect the property at least weekly to check that the foregoing conditions are observed. In the event of any breach of security of the Buildings or of malicious damage or any evidence of unlawful entry or attempted entry to the Buildings the Insured shall immediately :-

1. carry out the necessary work to satisfy the above requirements
2. notify the Insurers.

A record of these inspections is to be kept and be available for inspection by the Insurers immediately upon request.

It is agreed that this Condition shall not apply to Buildings until after a period of unoccupancy has exceeded 30 consecutive days

## 18. Subjectivity

This Policy, Statement of Fact and/or Declaration made by the Insured and the Schedule, should be read together and form the Contract of Insurance between the Insured and the Insurers.

- (a) The Insurers will clearly state in the Schedule if the Cover provided by this Policy is subject to Insured -
  - (i) providing the Insurers with any additional information requested by the required date(s)
  - (ii) completing any actions agreed between Insured and the Insurers by the required date(s)
  - (iii) allowing the Insurers to complete any actions agreed.
- (b) If required by the Insurers, the Insured must allow the Insurers access to the Premises, the Contract Sites, and/or the Business, to carry out survey(s), within 60 days of the inception or renewal date, unless the Insurers agree otherwise in writing. The indemnity provided by this Insurance is subject to the Insured completing the Risk Improvements, within the timescales, specified by the Risk Control Surveyor.

Upon completion of these requirements (or if they are not completed by the required dates) the Insurers, at their option may -

- (i) modify Your premium
- (ii) issue a mid-term amendment to the Policy or Section Terms and Conditions
- (iii) require the Insured to make alterations to the Premises, Contract Sites or the Insured's work practices by the required date(s)
- (iv) exercise the right to cancel Your Policy
- (v) leave this Policy or Section Terms and Conditions, and the premium unaltered.

## General Policy Conditions

The Insurers will contact You with their decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by the Insured and/or any decision by the Insurers will take effect.

The requirement and decisions will take effect from the date(s) specified unless and until the Insurers agree otherwise in writing. If the Insured disagrees with the requirements and/or decision, the Insurers will consider comments and, where the Insurers consider appropriate, will continue to negotiate with the Insured to resolve the matter to the Insured's and Insurer's satisfaction. In the event that the matter cannot be resolved -

- (i) the Insured has the right to cancel this Policy from a date agreed with the Insurers and providing no claims have been made, the Insurers will refund a proportionate part of the premium paid for the unexpired period of cover
- (ii) the Insurers may, at their option, exercise their right under Policy Condition (5) Cancellation.

Until expiry of the required timescales the cover provided by this Insurance remains unaltered

Except where stated all other Policy and Section Terms and Conditions will continue to apply.

The above Conditions do not affect the Insurers' right to void this Policy if Insurers discover information material to their acceptance of the risk. Please refer to the General Policy Conditions Number 1, Policy Voidable.

# Property Damage Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or Damage to Property belonging to the Insured or for which the Insured is responsible at the Premises specified in the Schedule.

### Specified Perils

Fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, 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, leakage of fuel from any fixed oil or heating installation, impact by any road vehicle, train or animal, theft or attempted theft, and where specified in the Policy Schedule, subsidence, ground heave or landslip.

### Property/Property Insured

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

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

### Buildings

The buildings at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials including:

- a. Landlord's fixtures and fittings (including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises), fixed glass, fixed sanitary ware and walls, gates and fences in, on or pertaining to the Buildings.
- b. Telephone, gas, water and electrical instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the Buildings including such Property in adjoining yards or roadways or underground at the Premises and extending to the public mains.
- c. Fuel tanks, water tanks, hoists, and their ancillary equipment, pipework and the like at the Premises.
- d. Small outside buildings, annexes, gangways, fire escapes, conveniences and other such ancillary structures at the Premises.
- e. Roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas at the Premises.

All the Property of the Insured for which they are responsible and used in connection with the Business.

### Contents

Fixtures & fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to the Insured or for which the Insured is responsible up to an amount not exceeding £5,000 or as detailed in the Policy Schedule. Landlords Contents in the common parts of the Buildings to which all tenants have access for an amount not exceeding £10,000 or as detailed in the Policy Schedule, including:

- a. The contents of fuel tanks at the Premises

- b. Portable communal Property in the open grounds of and used in connection with the Buildings at the Premises
- c. Money, as defined herein for an amount not exceeding £1,000 in total
- d. Deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records.
- e. Computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £25,000 in total.

And so far as they are not otherwise Insured

- f. Partners', directors', employees' and visitors' personal effects of every description (other than motor vehicles) whilst at the Premises, for an amount not exceeding £500 for any one person in so far as not otherwise Insured.

## Cover

The Insurers will Indemnify the Insured for Damage to Property Insured at the Premises shown in the Schedule

## Exclusions

1. Damage caused by or consisting of
  - a. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, depreciation, its own faulty or defective design or materials
  - b. The bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only
  - c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the Insurers will pay for subsequent Damage which itself results from a cause not otherwise excluded
  - d. Faulty or defective workmanship by the Insured or any employee of the Insured
  - e. Operational error or omission by the Insured or any employee of the Insured but the Insurers will pay
    - i. Such Damage not otherwise excluded which itself results from a Specified Peril
    - ii. Subsequent Damage which itself results from a cause not otherwise excluded
  - f. Acts of fraud or dishonesty by any partner, director, or employee of the Insured but the Insurers will pay for such Damage not otherwise excluded which itself results from a Specified Peril.

## Property Damage Section

2. Damage caused by or consisting of
  - a. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould.
  - b. Change in temperature, colour, flavour, texture or finish
  - c. Theft or attempted theft
    - i. Which does not involve entry to or exit from a building by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
    - ii. To Property in the open or in open fronted buildings or in buildings not on permanent foundations
    - iii. Expedited or in any way brought about by the Insured or any partner, director or employee of the Insured
- Or Damage consisting of
  - d. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - e. Mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
- But the Insurers will pay for
  - i. Such Damage not otherwise excluded which itself results from a Specified Peril or from any other Damage
  - ii. Subsequent Damage which itself results from a cause not otherwise excluded
3. Damage caused by pollution or contamination, but the Insurers will pay for destruction or Damage to the Property Insured not otherwise excluded, caused by
  - a. Pollution or contamination which itself results from a Specified Peril
  - b. Any Specified Peril which itself results from pollution or contamination
4. Damage caused by or consisting of
  - a. Subsidence, ground heave or landslip
    - i. In respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless covered by this Section and a Building covered by this Section is Damaged by the same cause at the same time
    - ii. Resulting from
      1. The settlement or movement of made-up ground
      2. Coastal or river erosion
      3. Defective design or workmanship or the use of defective materials
    - iii. Which commenced prior to the inception of this Policy
      - iv. Occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises.
  - b. Normal settlement or bedding down of new structures
5. Damage to any Building or structure caused by its own collapse or cracking, but the Insurers will pay for such Damage resulting from a Specified Peril in so far as it is not otherwise excluded.
6. Damage in respect of any Building (and its Contents) which is Unoccupied caused by
  - a. Freezing
  - b. Escape of water from any tank, apparatus or pipe
  - c. Malicious persons not acting on behalf of or in connection with any political organisation, but the Insurers will pay for such Damage caused by fire or explosion

It is agreed that this Exclusion shall not apply until after a period of Unoccupancy has exceeded 30 consecutive days
7. Damage in respect of any Building (and its Contents) which is Unoccupied for a period exceeding 90 days other than by the following Specified Perils -
  - (i) Fire but excluding Damage directly or indirectly caused by –
    - (1) explosion resulting from Fire
    - (2) earthquake and/or subterranean fire
    - (3) its own spontaneous fermentation or heating or
    - (4) its undergoing any heating process or any process involving the application of heat
  - (ii) Lightning
  - (iii) Explosion of boilers and of gas where the boiler or gas is used for domestic purposes only
  - (iv) Aircraft or other aerial devices or articles dropped therefrom

It is agreed that cover, as restricted by this Exclusion shall only operate if Insurers have accepted in writing any Unoccupied Building in accordance with Notice given by the Insured under General Condition 16 – Notice of Property becoming Unoccupied and /or occupied.
8. Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or flood.
9. Damage to any Property caused by fire, resulting from its undergoing any heating process or process involving the application of heat resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurers will pay for such Damage caused by fire or explosion.

## Property Damage Section

10. Damage to
- a. Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - b. Property in transit
  - c. Glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble, or other fragile or brittle objects
  - d. Money, bonds or securities of any description  
But the Insurers will pay for such Damage caused by a Specified Peril in so far as it is not otherwise excluded.
11. Damage to
- a. Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
  - b. Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - c. Land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - d. Livestock, growing crops or trees

But the Insurers will pay for such Property specifically described in the Schedule or in this Section.

12. Property which at the time of the happening of the Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurers will pay for any excess beyond the amount which would have been payable under such marine Policy or policies had this Section not been effected.
13. Any Property more specifically insured by or on behalf of the Insured
14. Consequential loss or Damage of any kind or description, except loss of Rent when such loss is insured by this Policy
15. The amount of any Excess specified in the Schedule
16. **Electronic Risk Exclusion**  
The Data Recognition Exclusion shall not apply to this Section.  
The following Exclusion will apply to the indemnity given under this Section of the Policy (including all Endorsements) in so far as it is underwritten within the Policy:  
Notwithstanding anything stated herein to the contrary and subject always to the terms exceptions Exclusions and Conditions of the Policy this insurance will not indemnify the Insured for:
- a. Damage to Data which shall include but shall not be limited to:
    - i. Damage to or corruption of Data whether in whole or in part
    - ii. unauthorised appropriation of use of access to or modification of Data
    - iii. unauthorised transmission of Data to any third parties

- iv. Damage arising out of any misinterpretation use or misuse of Data
  - v. Damage arising out of any operator error in respect of Data
- b. Damage to the Property Insured or Money (if insured) arising directly or indirectly from
- i. the transmission or impact of any Virus
  - ii. unauthorised access to a System
  - iii. interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - iv. Failure of a System
  - v. anything described in 'a' above but in respect of 'b i.' 'b ii.' 'b iii.' and 'b iv.' this shall not exclude subsequent Damage which itself results from any of the Cover insured provided that such Damage does not arise by reason of any malicious act or omission.

**For the purpose of this Exclusion the following words or phrases have the meaning set out below:**

### **Damage**

Loss or destruction or damage.

### **Data**

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

### **Failure of a System**

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities.

### **Microchip**

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

### **System**

Computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

### **Virus**

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

# Property Damage Section

## Special Conditions

### Non Invalidation

The Insurers agree that this Section shall not be invalidated by any act, omission, alteration or neglect of the tenant unknown to or beyond the control of the Insured by which the risk of Damage is increased provided that the Insured shall give notice to the Insurers (and pay an additional premium if required) immediately they become aware of such and act, omission, alteration or neglect.

### Freeholders, Lessors and Mortgagees

When the interest of any Freeholder, Lessor or Mortgagee has been noted in Property Insured covered by this Section, the Insurers agree that this Section shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagor unknown to or beyond the control of the Freeholder, Lessor or Mortgagee, by which the risk of Damage is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to the Insurers (and pay an additional premium if required) immediately they become aware of such an act, omission, alteration or neglect.

### Basis of Settlement

The Insurers will pay the Insured the value of the Property Insured at the time of its loss or destruction, or the amount of the Damage, or at the Insurers' option reinstate or replace such Property or any part of such Property.

The most the Insurers will pay for any one claim is

- a. The Total Sum Insured, or for each item its individual Sum Insured, whichever is the lesser at the time of the Damage, less any Excess
- b. The amount of the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Insurers agree to reinstate any such Sum Insured or Limit of Liability.

In consideration of Sums Insured or Limits of Liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft or Terrorism (as covered by this Section).

### Basis of Settlement Adjustments

In calculating the most the Insurers will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### 1. Average (Underinsurance)

The Sums Insured by

- a. any items for Buildings or Contents subject to the Reinstatement (Day One Basis) Clause (other than any such items applying solely to private dwellings) are declared to be subject to average separately as described in Special Condition b of such clause.

- b. any other items of Property Insured (other than any Sum Insured applying solely to Rent, Fees, Removal of Debris or private dwellings) are declared to be subject to Average separately. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurers will be reduced proportionately.

#### 2. Index Linking

The Insurers will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured.

#### 3. Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurers' liability under this Section shall be limited to the Insurers' rateable proportion of such Damage. If such other insurance is subject to Average (Underinsurance), this Section if not already subject to Average shall be subject to Average in like manner. If such other insurance is subject to any

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

#### 4. Reinstatement (Day One Basis)

- a. Subject to the Special Conditions (Reinstatement) set out below, the basis on which the amount payable for Buildings and Contents is to be calculated will be the reinstatement of the Property lost, destroyed or Damaged. For this purpose "reinstatement" means
  - i. The rebuilding or replacement of Property lost or destroyed which, provided the Insurers' liability is not increased, may be carried out
    1. In any manner suitable to the requirements of the Insured
    2. On another site
  - ii. The repair or restoration of Property Damaged

In either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new and carried out without unreasonable delay.

- b. The Declared Value (shown in brackets alongside the Sum Insured) having been stated in writing by the Insured, has been used to calculate the premium.

## Property Damage Section

“Declared Value” means the assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph 4.a.i at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i. Any additional cost of reinstatement to comply with Public Authorities Regulations, Bye Laws or Stipulations.
- ii. Professional Fees
- iii. Removal of Debris costs

### Special Conditions (Reinstatement)

- a. At inception of each Period of Insurance, the Insured shall notify the Insurers of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance, appropriately adjusted if Index Linking applies.
- b. If at the time of Damage the Declared Value of the Property is less than the cost of reinstatement (as defined above in paragraph 4.a.i at inception of the Period of Insurance, the amount payable by the Insurers will be reduced proportionately. The Insurers' liability for the repair or restoration of Property Damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed.
- c. No payment beyond the amount the Insurers would have paid in the absence of this clause will be made
  - i. Unless reinstatement commences and proceeds without unreasonable delay
  - ii. Until the cost of reinstatement has actually been incurred
  - iii. Where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement.
- d. All the terms and conditions of this Section and of the Policy shall apply
  - i. To any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - ii. Where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to 115% of Declared Values.

### 5. Public Authorities (including undamaged Property)

Subject to the Special Conditions (Public Authorities) set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament, with Bye Laws of any Public Authority or to comply with the

Stipulations of European Union legislation, in respect of

- a. Damaged Property
- b. Undamaged portions of such Property

### Excluding

- a. The cost incurred in complying with such Regulations, Bye Laws or Stipulations
  - i. In respect of Damage occurring prior to the inception of this Policy
  - ii. In respect of Damage not covered by this Section
  - iii. Under which notice has been served upon the Insured before the date of the Damage
  - iv. In respect of undamaged Property other than undamaged portions of Property Damaged
- b. The additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye Laws or Stipulations not arisen.
- c. The amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such Regulations, Bye Laws or Stipulations.

### Special Conditions (Public Authorities)

- i. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the Damage, or within such further time as the Insurers may allow, and may be carried out upon another site (if such Regulations, Bye Laws or Stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurers.
- ii. If the liability of the Insurers is reduced by the application of any of the terms and Conditions of this Section or of the Policy (other than as a result of this clause) the liability of the Insurers under this clause will be reduced in proportion.
- iii. The most the Insurers will pay for any one claim in respect of undamaged portions of Property other than foundations is 15% of the total amount for which the Insurers would have been liable had the Property been wholly destroyed.
- iv. All the terms and Conditions of this Section and of the Policy shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

## Property Damage Section

### 6. Sprinkler Installation Upgrading Costs

If following Damage, the Insurers require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, the Insurers will pay the costs incurred by the Insured provided that at the time of the Damage the installation conformed to the 28th or 29th Edition Rules for automatic Sprinkler Installations issued by the Loss Prevention Council at the time of original installation but did not conform to subsequent amendments to such rules.

### 7. Architects' Surveyors' Legal and Other Professional Fees

The amount of the Sum Insured in respect of Buildings includes an amount in respect of architects' surveyors' and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such Damage and that the liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each such item.

### 8. Removal of Debris Cost

Sums Insured and/or Declared Values for Buildings include an amount in respect of removal of debris cost.

Cover applies only to those costs necessarily and reasonably incurred in consequence of Damage, in

- a. Removing debris
- b. Dismantling and/or demolishing
- c. Shoring up or propping of the portion of the Property Insured in order to make them safe
- d. Clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the Insured is responsible

The Insurers will not pay for any costs or expenses

- i. incurred in removing debris except from the Premises where the Damage occurred and the area immediately adjacent thereto
- ii. arising from pollution or contamination of Property not insured by this Section.

### 9. Removal of Debris Costs – Tenants' Contents

The irrecoverable costs and expenses (insofar as they are not otherwise insured) necessarily incurred by the Insured with the consent of the Insurers in removing from the Property Insured the debris of contents (not being the Property of the Insured) as a result of Damage.

The Insurers will not pay for any costs

- a. Incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto; or
- b. Arising from pollution or contamination of Property not insured by this Section.

### 10. Temporary Removal

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

Property Insured is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurers will not pay for

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

### 11. Temporary Removal – Documents

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurers will not pay for

- a. Such items more specifically insured elsewhere
- b. More than 10% of the figure stated within the definition of Contents for computer systems records
- c. More than 10% of the total value of such items

### 12. Electrical Apparatus

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

## Property Damage Section

### 13. Fixed Glass

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

Following Damage to fixed glass the Insurers will pay the cost of

- a. Any necessary temporary boarding up of broken glass pending full replacement.
- b. Removing and re-fixing window and door fittings and other obstacles to replacing broken glass and replacing alarmfoil lettering, painting, embossing, silvering or other ornamental work on glass.
- c. Damage to framework and to Contents caused by broken glass.

The Insurers will not pay for Damage existing prior to inception of this Policy.

The maximum insurers will pay for any one claim is £2,500.

### 14. Locks and Keys

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

The Insurers will pay the reasonable costs necessarily incurred in replacing locks and keys to doors and windows at the Premises following loss of keys by theft or attempted theft from the Premises, the Insured's home (if an individual or individuals), the home of any director of the Insured or of any employee of the Insured or while in the custody of the Insured or any director or employee of the Insured following theft involving violence or threat of violence to the Insured or any director or any employee of the Insured authorised to hold such keys.

The maximum Insurers will pay for any one claim is £5,000.

### 15. Landscaped Grounds

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £25,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

The Insurers will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

### 16. Metered Supplies

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage, and for which

the Insured is legally responsible, up to an amount of £25,000 any one claim.

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

### 17. Unauthorised Use of Supplies

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

Cover includes the cost of water, gas electricity or other metered supply charges incurred by the Insured and for which the Insured is legally responsible, up to an amount of £25,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, provided that The Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered.

### 18. Trace and Access

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe the Insurers will pay the costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £25,000 any one claim.

### 19. Tree Felling and Lopping

Cover includes costs incurred by the Insured, subject to the Insurers' consent, up to an amount of £5,000 any one claim, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured.

The Insurers will pay for

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

### 20. Removal of Wasp and Bee Nests

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

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

The Insurers will not pay for the cost of removing nests already in Buildings at the Premises prior to the inception of this Policy.

## Property Damage Section

### 21. Contractors' Interest

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

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

### 22. Alternative Residential Accommodation

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing)

If, as a result of Insured Damage residential Premises or parts of residential Premises are rendered unfit to live in, or access is denied, to the extent that they are not otherwise insured the Insurers will pay the costs of reasonable alternative accommodation and temporary storage of residents' furniture and the costs of reasonable accommodation in kennels and/or catteries for residents' dogs and/or cats, if dogs and/or cats are not permitted in such residents' alternative accommodation.

The Insurers will not pay for such costs in excess of 20% of the Sum Insured applying to the Premises or to the parts of the Premises Damaged.

### 23. Seventy Two Hours Clause

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

### 24. Contracting Purchasers

The Insurers agree that without prejudice to the rights and liabilities of the Insured or the Insurers, if at the time of Damage the Insured have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser.

### 25. Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by the Insured (including "self-supply" Value Added Tax where appropriate) which is not subsequently recoverable provided that

- a. The Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Building following Damage.
- b. The Insurers have paid or have agreed to pay for such Damage.
- c. If any payment by the Insurers in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this clause resulting from that Damage will be reduced in like proportion
- d. The Insured's liability for such tax does not arise from the replacement Building having greater floor area than or being better or more extensive than the Damaged building,
- e. Where an option to reinstate on another site is exercised, the Insurers' liability under this clause will not exceed the amount of tax that would have been payable had the Building been rebuilt on its original site.
- f. The Insurers' liability under this clause will not include amounts payable by the Insured as penalties or interest for no-payment or late payment of the tax.

The following amendments are made to this Policy in respect of this Clause only;

- g. For the purposes of any Condition of Average, rebuilding costs will be exclusive of Value Added Tax.
- h. The Insurers' liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

### 26. Workmen

This Section shall not be invalidated by workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

### 27. Clearing of Drains

The Insurers will pay the reasonable costs incurred by the Insured and for which the Insurers agree to for the cleaning and/or clearing of drains, sewers, gutters for which the Insured is responsible, following Damage insured by this Section.

# Property Damage Section

## Section Conditions

### Additional Claims Conditions

In the event of Damage, the Insured shall at their own expense deliver to the Insurers

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

The Insurers will not pay for any claim unless the Insured has complied with the terms of this Condition.

In respect of Damage for which a claim is made, the Insurers and any person authorised by the Insurers may without incurring any liability or diminishing any of the Insurers' rights in respect of the cover under this Section, enter take or keep possession of the Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurers of the Property Insured therein and to deal with such Property for all reasonable purposes and in any reasonable manner. No Property may be abandoned to the Insurers, whether taken possession of by the Insurers or not. The Insurers will not pay for any claim unless the Insured has complied with the terms of this Condition.

### Conditions Precedent to Liability

Every Condition applied to this Section or to any item to this Section (whether a General Condition or Special Condition) shall apply from the time the Condition attaches and continue to be in force during the whole currency of this Section. Failure to comply with any such Condition, to the extent that it increases the risk of Damage, shall be a bar to any claim in respect of such Damage.

### Further Investigation Expenses

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

The Insurers will also pay the reasonable costs incurred by the Insured in establishing whether or not Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage will the Insurers be liable.

## Reinstatement

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

# Loss of Rent Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or Damage to Property belonging to the Insured or for which the Insured is responsible at Premises specified in the Schedule.

### Specified Perils

Fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, 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, leakage of fuel from any fixed oil or heating installation, impact by any road vehicle, train or animal, theft or attempted theft, and where specified in the Policy Schedule, subsidence, ground heave or landslip (unless any of these Specified Perils are excluded from the Policy)

### 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 Loss of Rent is affected as a result of the Damage.

### Unoccupied Buildings

Where the Buildings or any part of them are Unoccupied and sustain Damage during the Period of Insurance the Insurers' maximum liability will be the Loss of Rent during the period of reinstatement or repair and will be calculated based solely upon any tenancy agreement in respect of such Building in existence at the time the Damage occurred.

### Maximum Indemnity Period

The indemnity period shown in the Schedule.

### Rent

The money paid or payable to the Insured by tenants for accommodation provided and services rendered at the Premises.

### Calculated Rent

- A. For occupied Premises or occupied parts of Premises – The amount of the actual Rent at commencement of the Period of Insurance plus increases as a result of Rent reviews known to be due during such Period of Insurance, proportionately increased when the Maximum Indemnity Period exceeds 12 months.
- B. For Unoccupied Premises or Unoccupied parts of Premises – a professional valuation, based upon leases expected to be signed or in course of negotiations and upon Rent of similar Premises in the same locality, estimating at commencement of the Period of Insurance the amount of Rent to be payable during such Period of Insurance and during related subsequent Periods of Insurance when the Maximum Indemnity Period exceeds 12 months.

### Loss of Rent

Loss of Rent means the amount by which the Rent during the Indemnity Period falls short of the Rent which but for the Damage would have been received.

### Increase in Cost of Working

Increase in Cost of Working means the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the Loss of Rent which but for that expenditure would have taken place during the Indemnity Period.

### Re-letting Costs

Re-letting Costs means the expenditure necessarily and reasonably incurred in consequence of Damage in Re-letting Premises, including legal fees or other charges incurred solely in consequence of such re-letting.

### Records

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

### Geographical Limits

1. At the Premises as stated in the Schedule
2. At any Premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occupied by persons acting on behalf of the Insured, to which records have been temporarily removed in transit, including sea or air transit, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but excluding Damage by theft or attempted theft.

## Cover

The Insurers will pay the Insured for Loss of Rent as defined in consequence of actual physical Damage.

## Exclusions

1. Damage caused by or consisting of
  - a. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials.
  - b. The bursting of any boiler (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only), belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only.
  - c. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the Insurers will pay for subsequent Damage which itself results from a cause not otherwise excluded.
  - d. Faulty or defective workmanship by the Insured or any employee of the Insured.
  - e. Operational error or omission by the Insured or any employee of the Insured.

But the Insurers will pay for

- i. Such Damage not otherwise excluded which itself results from a Specified Peril.
  - ii. Subsequent Damage which itself results from a cause not otherwise excluded.
- f. Acts of fraud or dishonesty by any partner, director, or employee of the Insured but the Insurers will pay for such Damage not otherwise excluded which itself results from a Specified Peril.

## Loss of Rent Section

2. Damage
    - a. Caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould.
    - b. Caused by or consisting of change in temperature, colour, flavour, texture or finish.
    - c. Arising directly from theft or attempted theft
      - i. Which does not involve entry to or exit from a Building at the Premises by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises.
      - ii. To Property in the open or in open fronted Buildings or in Buildings not on permanent foundations.
      - iii. Expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises.
    - d. Consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them.
    - e. Consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
    - f. Caused by a deliberate act of a supply undertaking in withholding the supply of water, gas electricity, fuel or telecommunications services.

But the Insurers will pay for

    - i. Such Damage not otherwise excluded which itself results from a Specified Peril.
    - ii. Subsequent Damage which itself results from a cause not otherwise excluded.
  3. Loss resulting from pollution or contamination, but the Insurers will pay for such loss resulting from destruction of or Damage to Property used by the Insured at the Premises for the purpose of the Business not otherwise excluded, caused by
    - a. Pollution or contamination at the Premises which itself results from a Specified Peril
    - b. Any Specified Peril which itself results from pollution or contamination.
  4. Damage caused by or consisting of
    - a. Subsidence, ground heave or landslide
      - i. In respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths, and similar hard surfaced areas unless a building used by the Insured at the same Premises is Damaged by the same cause at the same time
      - ii. Resulting from
        1. the settlement or movement of made up ground
        2. coastal or river erosion
        3. defective design or workmanship or the use of defective materials
    - iii. Which commenced prior to the inception of this Policy.
    - iv. Occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises.
  - b. Normal settlement or bedding down of new structures.
5. Damage arising directly or indirectly from
  - a. Disappearance unexplained or inventory shortage or the misfiling or misplacing of information.
  - b. Erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons.
  - c. Other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, but the Insurers will pay for such Damage resulting from a Specified Peril in so far as it is not otherwise excluded.
6. Loss resulting from destruction or Damage to a Building or structure used by the Insured at the Premises caused by its own collapse or cracking, but the Insurers will pay for such loss resulting from a Specified Peril in so far as it is not otherwise excluded.
7. Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or flood.
8. Damage
  - a. Caused by fire resulting from any Property undergoing any heating process or any process involving the application of heat.
  - b. Resulting from any Property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair, but the Insurers will pay for such Damage caused by fire or explosion.
9. Damage in respect of any Building (and its Contents) which is Unoccupied caused by
  - a. Freezing
  - b. Escape of water from any tank, apparatus or pipe
  - c. Malicious persons not acting on behalf of or in connection with any political organisation, but the Insurers will pay for such Damage caused by fire or explosion
- It is agreed that this Exclusion shall not apply until after a period of Unoccupancy has exceeded 30 consecutive days

## Loss of Rent Section

10. Damage in respect of any Building (and its Contents) which is Unoccupied for a period exceeding 90 days other than by the following Specified Perils -
- (i) Fire but excluding Damage directly or indirectly caused by –
    - (1) explosion resulting from Fire
    - (2) earthquake and/or subterranean fire
    - (3) its own spontaneous fermentation or heating or
    - (4) its undergoing any heating process or any process involving the application of heat
  - (ii) Lightning
  - (iii) Explosion of boilers and of gas where the boiler or gas is used for domestic purposes only
  - (iv) Aircraft or other aerial devices or articles dropped therefrom

It is agreed that cover, as restricted by this Exclusion shall only operate if Insurers have accepted in writing any Unoccupied Building in accordance with Notice given by the Insured under General Condition 16 – Notice of Property becoming Unoccupied and /or occupied.

11. Damage in respect of
- a. Glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects.
  - b. Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
  - c. Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures.
  - d. Land, roads, pavements, piers, jetties, bridges, culverts or excavations.
  - e. Livestock, growing crops or trees

But the Insurers will pay for such Damage caused by a Specified Peril in so far as it is not otherwise excluded.

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

### 13. Electronic Risk Exclusion

The Data Recognition Exclusion shall not apply to this Section

The following Exclusion will apply to the indemnity given under this Section of the Policy (including all Endorsements): Notwithstanding anything stated herein to the contrary and subject always to the terms exceptions Exclusions and Conditions of the Policy this insurance will not indemnify the Insured for loss resulting from:

- (A) Damage to Data which shall include but shall not be limited to:
  - 1) Damage to or corruption of Data whether in whole or in part;

- 2) unauthorised appropriation of use of access to or modification of Data;
  - 3) unauthorised transmission of Data to any third parties;
  - 4) Damage arising out of any misinterpretation use or misuse of Data;
  - 5) Damage arising out of any operator error in respect of Data.
- (B) Damage arising directly or indirectly from:
    - 1) the transmission or impact of any Virus;
    - 2) unauthorised access to a System;
    - 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication;
    - 4) Failure of a System;
    - 5) anything described in (A) above.

In respect of (B)1) (B)2) (B)3) and (B)4) this shall not exclude subsequent Damage which itself results from any of the Cover insured provided that such Damage does not arise by reason of any malicious act or omission.

**For the purpose of this Exclusion the following words or phrases have the meaning set out below:**

#### Damage

Loss or destruction or damage.

#### Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

#### Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities.

#### Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

#### System

Computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

#### Virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

# Loss of Rent Section

## Special Conditions

### Basis of Settlement

The Insurers will pay the Insured, in respect of each item covered, the amount of their claim for Loss of Rent, provided that at the time of any Damage

1. There is an insurance in force covering the interest of the Insured in the Property at the Premises against such Damage and that:
  - a. Payment has been made or liability has been admitted for payment, or
  - b. Payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.
2. The most the Insurers will pay for any one claim for Loss of Rent is 200% of the Total Sum Insured for Rent, or in respect of any one item for Rent 200% of its Sum Insured.

In consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of the Damage to expiry of the Period of Insurance, but this shall not apply in respect of Damage caused by theft or attempted theft or Terrorism (as insured by this Section).

The Insurers will pay the Insured an indemnity in consequence of Damage for

- A Loss of Rent  
Including
- B Increase in Cost of Working  
And
- C Re-letting Costs

### Basis of Settlement Adjustments

The Insurers will not pay the Insured for

- a The Increase in Cost of Working exceeding the amount of Loss of Rent thereby avoided.
- b Legal fees or other charges payable for by any new tenant acquired in re-letting Premises in consequence of Damage
- c Any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Rent that may be reduced.

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

#### 1. Accountants' Charges

If the professional accountants of the Insured produce any particulars or details required by the Insurers from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this Section, the Insurers will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any

other amount payable under this Section shall not exceed the total liability of the Insurers under this Section.

#### 2. Average

If the Sum Insured by any item of Rent is less than the Calculated Rent for that item, the amount payable will be reduced proportionately.

#### 3. Index Linking

The Insurers will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured.

#### 4. 72 Hours Clause

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

#### 5. Value Added Tax

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

#### 6. Payments on Account

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

## Extensions

(Not operative where any Premises is Unoccupied for a period exceeding 30 consecutive days unless otherwise agreed by the Insurers in writing).

Any claim resulting from interruption of or interference with the Business in consequence of accidental loss, destruction or Damage to any Property shown below, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, shall be understood to be Damage as covered by this Section, provided that after the application of all other terms, conditions and provisions of this Section the liability of the Insurers shall not exceed the most the Insurers will pay for any one claim, or the amount shown against any of the Property as the Limit, whichever is the less.

## Loss of Rent Section

### 1. Denial of Access

Property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or Property in them is Damaged or not.

### 2. Documents

Documents belonging to the Insured or held by the Insured in trust, whilst at Premises not being the Insured's Premises, or in transit by road, rail or inland waterway.

### 3. Infectious and Contagious Diseases

Any claim resulting from interruption of or interference with the Business in consequence of the under noted Contingencies shall be understood to be Damage as covered by this Section, subject to the under noted Definitions and Special Condition, and provided that after the application of all other terms, Conditions and provisions of this Section the most the Insurers will pay for any one claim shall be £250,000.

#### Contingencies

- a. Any occurrence of a Notifiable Disease at the Premises or any discovery of an organism likely to result in the occurrence of a Notifiable Disease at the Premises.
- b. The discovery of vermin or pests at the Premises.
- c. Any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority.

#### Definitions applying to Extension 3 only.

##### Notifiable Disease

An illness sustained by any person resulting from any human infectious or human contagious disease (including Legionellosis but excluding Acquired Immune Deficiency Syndrome) an outbreak of which the competent local authority has stipulated shall be notified to them.

##### Indemnity Period

The period during which the results of the Business shall be affected in consequence of the occurrence, discovery or accident, beginning with the date from which restrictions on the Premises are applied and ending not later than three months thereafter.

##### Special Condition applying to Extension 3 only

The Insurers shall not be liable for any costs incurred in the cleaning, repair, replacement or checking of Property.

### 4. Loss of Attraction

Damage to Property in the immediate vicinity of the Premises causing a fall in the number of tenants attracted to the Premises, provided that for the purpose of this Extension Damage shall exclude obstruction of roads, streets and the like by weather or climatic conditions.

- a. The maximum Indemnity Period shall not exceed three months.
- b. Limit 5% or £250,000 whichever is the lesser.

### 5. Supply Undertakings

Property at any

- a. Generating station or sub-station of the electricity supply undertaking
- b. Land based Premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c. Waterworks or pumping station of the water supply undertaking
- d. Land based Premises of the telecommunications undertaking from which the Insured obtain electricity, gas, water or telecommunications services.

## Section Conditions

### 1. Alteration

Unless the Insurers agree in writing, cover under this Section shall be avoided if after the commencement of this Section

- a. the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b. the interest of the Insured ceases other than by death.
- c. Any alteration is made in the Business or in the Premises or Property in them which increases the risk of Damage.

### 2. Additional Claims Conditions

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

- a. Within seven days of its happening, full details of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft.
- b. Not later than 30 days after expiry of the Indemnity Period, or such further time that the Insurers may allow, full information in writing of the particulars of the claim, together with details of all other policies covering the Premises for the purpose of the Business, or any part of the Business, and the amount of any resulting Damage.
- c. Such books of account and other Business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurers may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

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

## Loss of Rent Section

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

### **3. Contribution**

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

### **4. Declarations**

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

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

### **5. Automatic Rent Review**

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

No additional premium will be charged for this increase in cover during the Period of Insurance provided the Insured advise the Insurers, prior to renewal, of the revised Loss of Rent for the next Period of Insurance.

# Property Owners' Liability Section

## Definitions

### 1. Injury

- a. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- b. Invasion of the right to privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### 2. Employee

- a. Any person under a contract of service or apprenticeship with the Insured
- b. Any of the following persons whilst working for the Insured in connection with the Business
  - i. Any labour master or labour only sub-contractor or person supplied by him
  - ii. Any self employed person providing labour only
  - iii. Any trainee or person undergoing work experience
  - iv. Any voluntary helper
  - v. Any person who is borrowed by or hired to the Insured.

### 3. Business

The Business specified in the Schedule conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

- a. The ownership, maintenance and repair of Premises shown in the Schedule, used in connection therewith
- b. The provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured.
- c. The execution of private duties by Employees for any partner, director or senior official of the Insured.

### 4. Territorial Limits

- a. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b. Any other member country of the European Union
- c. Elsewhere in the world in respect of liability arising out of Products.

### 5. Products

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

### 6. Pollution or Contamination

- a. All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- b. All injury, loss or Damage directly or indirectly caused by such Pollution or Contamination. All Pollution or Contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

### 7. Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation.
- b. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. Any pipe or system of pipes in the sea or tidal waters
- d. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.a., 7.b. or 7.c. above

### 8. Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

### 9. Asbestos Dust

Fibres or particles of Asbestos.

### 10. Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

## Cover

1. The Insurers will indemnify the Insured against legal liability to pay damages and claimants' costs and expenses in respect of accidental
  - a. Injury to any person
  - b. Damage to material Property
  - c. Nuisance, trespass, obstruction or interference with any right of way, light, air or water. occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

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

- d. In connection with the defence of any claim
- e. For representation of the Insured
  - i. At any coroner's inquest or fatal accident inquiry in respect of death
  - ii. At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage

which may be the subject of indemnity under this Section.

### Limit of Indemnity

The Insurers' liability for all compensation (including interest thereon) and claimants' costs and expenses payable in respect of:

- i. Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- ii. All Injury and Damage occurring during any one Period of Insurance and caused by and arising from Products
- iii. All Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule.

## Property Owners' Liability Section

### 2. Indemnity to Other Parties

If the Insured so request the Insurers will indemnify the following parties:

- a. Any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b. Any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party were individually named as the Insured in this Section

- c. Any principal for whom the Insured has agreed to execute work under contract or agreement against liability arising out of performance of such work by the Insured and in respect of which the Insured is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

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

### 3. Joint Insured – Cross Liabilities

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

### 4. Overseas Personal Liability

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member if such partner, director or Employee is normally resident within the territories specified in Definition 4.a. in the course of any journey or temporary visit to any other country made in connection with the Business.

### 5. Motor Contingent Liability

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

- a. In respect of Damage to such vehicle
- b. Arising out of any such use in any country outside the European Union.
- c. Incurred by any party other than the Insured.

- d. Incurred by any party identified in "Indemnity to Other Parties" paragraph other than an Employee.

For the purpose of this clause Exclusion 1. (injury to Employees) does not apply.

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

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

- a. Costs and expenses incurred with the Insurers' written consent
- b. Costs and expenses of the prosecution awarded against any such party

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

Provided that

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

The Insurers will not pay for

- c. Fines or penalties of any kind
- d. Proceedings or appeals in respect of any deliberate act or omission
- e. Costs or expenses insured by any other insurance.

### 7. Data Protection Act

The Insurers will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any partner, director or Employee of the Insured becomes legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for Damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is:

- a. A registered user in accordance with the terms of the Act
  - b. Not in business as a computer bureau
- The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one Period of Insurance, is limited to £250,000.

## Property Owners' Liability Section

The Insurers will not pay for:

- c. Any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
- d. Any Damage or distress caused by any act of fraud or dishonesty.
- e. The costs and expenses of rectifying, rewriting or erasing data
- f. Liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
- g. The payment of fines or penalties.

### 8. Defective Premises Act 1972

The Insurers will indemnify the Insured within the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with Premises or land disposed of by the Insured, provided that this extension does not cover:

- a. The costs of rectifying any Damage or defect in the Premises or land disposed of
- b. Liability for which the Insured is entitled to indemnity under any other insurance.
- c. The costs of remedying the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

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

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

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

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

The Insurers will not pay for

- i. Fines or penalties of any kind
- ii. Proceedings or appeals in respect of any deliberate act or omission
- iii. Costs or expenses insured by any other Policy

### 10. Court Attendance Compensation

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

- a. Any director or partner £250
- b. Any Employee £150

### 11. Contractual Liability

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

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

## Exclusions

This Section does not cover:

### 1. Injury to Employees

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

### 2. Work on Offshore Installations

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

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

Liability in respect of

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

### 4. Pollution or Contamination

Liability in respect of

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

## Property Owners' Liability Section

### 5. Mechanically Propelled Vehicles

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

- a. While such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b. In respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle Except where more specifically insured by any other Policy.

### 6. Vessels or Craft

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

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

Liability in respect of Damage to any Property belonging to or in charge or control of the Insured other than:

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

### 8. Damage to Goods Supplied

Liability in respect of:

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

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

- iii. Any alteration, repair or servicing work executed
- iv. Any other goods or Property sold, supplied, delivered, installed or erected by the Insured under a separate contract.

### 9. Products

In respect of Injury or Damage caused by or arising from Products

- a. Any liability which attaches to the Insured solely under the terms of an agreement other than
  - i. Under any warranty of goods implied by law
  - ii. Under any indemnity clause in any agreement between the Insured and any independent carrier in respect of injury, loss or Damage caused by Products entrusted to such carrier for transit by road, rail or waterway.
- b. Any product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft.
- c. Any claim made against the Insured in any country outside the European Union in which the Insured occupy Premises or are represented by any resident Employee or holder of the Insured's power of attorney.

### 10. Advice and Design

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

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

Liability in respect of Damage to any Property

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

### 12. Excess

The amount of any Excess specified in the Schedule.

### 13. Electronic Data Exclusion

The Insurers shall not provide indemnity under this Section against liability arising from the accidental loss of or damage to Data.

For the purpose of this Exclusion Data shall mean information represented or stored electronically including, but not limited to, code or series of instructions, operating systems software, programs and firmware.

### 14. Asbestos

- a. Liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

## Property Owners' Liability Section

- b. The costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

### Section Conditions

#### 1. Other Insurances

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

#### 2. Alteration

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

#### 3. Discharge of Liability

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

# Employers' Liability Section

## Definitions

### 1. Business

The Business as shown in the Schedule shall include:

- 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 the Insured's prior consent by Employees for any of the Insured's directors or senior officials.

### 2. Territorial Limits

- a. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- b. Any other member country of the European Union for visits, in connection with the Business, undertaken by the Insured or any of the Insured's directors or Employees, normally resident in a. above, in respect of the performance of non-manual work.

### 3. Employee

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

- a. Under a contract of service or apprenticeship with the Insured
- b. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
- c. A labour master or person supplied by him
- 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 the Insured as a person under a contract of service or apprenticeship with the Insured
- f. A driver or operator of hired-in plant
- g. A trainee of person undergoing work experience
- h. A voluntary helper

### 4. Injury

1. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
2. Invasion of the right to privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### 5. Indemnity Limit

The Insurers Liability shall not exceed the Limit of Indemnity stated in the Schedule.

### 6. Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation.

- b. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. Any pipe or system of pipes in the sea or tidal waters
- d. Any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 6.a., 6.b. or 6.c. above

## Cover

In the event of the defined Contingency described below the Insurers will indemnify the Insured against the following:

- a. All sums which the Insured shall become legally liable to pay for damages and claimants' costs and expenses in respect of the Contingency in connection with the Business
- b. All costs and expenses of litigation incurred with the Insurers' written consent in respect of a claim against the Insured to which the indemnity expressed in this Section applies
- c. The payment of the solicitor's fee incurred with the Insurers' written consent for representing the Insured 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 Coroner's Inquest or Fatal Accident Inquiry in respect of such Contingency.

## Contingency

Accidental Injury caused during the Period of Insurance as stated in the Schedule to any Employee if such Injury arises out of and in the course of their employment by the Insured.

The Insurers' liability for all damages to any claimant or number of claimants (including interest thereon) and all legal costs and expenses and Solicitors' Fees under a. b. and c. of Cover and payable under Contingency Employers' Liability in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

Cover under this Section shall not apply to liability for -

1. injury to any Employee (other than the driver) for which compulsory insurance or security is required by any road traffic legislation
2. liability in respect of Injury, loss or Damage arising in connection with work on or travel to or from Offshore Installations.

# Employers' Liability Section

## Extensions

### 1. Additional Persons Insured

The Insurers will subject to the terms of this Section indemnify:

- a. At the Insured's request
  - i. any principal in respect of liability arising out of the performance by the Insured of any such agreement entered into by the Insured with the principal to the extent required by such agreement
  - ii. any of the Insured's directors or Employees in respect of liability arising in connection with the Business
- b. In the event of the death of the Insured or any person entitled to indemnity under this Extension the deceased's legal personal representatives but only in respect of liability incurred by such deceased person in connection with the Business.

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

- c. any officer, committee or member of the Insured's canteen, sports, social or welfare organisations for the benefit of Employees and fire security, first aid, medical or ambulance services in their respective capacities as such.
- d. any of the Insured's directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

and provided that

1. such persons are not entitled to indemnity under any other Policy covering such liability
2. each person will as though they were the Insured observe, fulfil and be subject to the terms of this Policy insofar as they can apply
3. the Insurers shall retain sole conduct and control of any claim
4. where the Insurers are required to indemnify more than one party the Insurers total liability shall not exceed the relevant Indemnity Limit.

### 2. Cross Liabilities

If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate Policy had been issued to each but the Insurers' total liability shall not exceed the Indemnity Limit.

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

Irrespective of whether any person has sustained Injury the Insurers will indemnify the Insured and at the Insured's request also pay the costs and expenses incurred in defending any of the Insured's partners or Employees in the event of such a person being prosecuted for an offence under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. The Insurers will also pay the costs incurred with the Insurers' written consent in appealing against any judgement given provided that:

- a. The proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
- b. This indemnity does not
  - i. Provide for the payment of fines or penalties
  - ii. Apply to proceedings which arise out of any activity or risk excluded from this Policy.

### 4. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Injury caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from Premises within 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 the Insurers will at the Insured's 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
- b. If any payment is made hereunder the Employee or the personal representative of the Employee shall assign the judgement to the Insurers
- c. This extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance under any Road Traffic Act legislation is required.

### 5. Injuries to Working Partners

In respect of Injury sustained by any working partner named in the Schedule the Insurers will deem such partner to be an Employee provided that the Insurers shall only be liable under this Extension where:

- a. The injury is sustained whilst such partner is working in connection with the Business.
- b. The injury is caused by the negligence of another partner of Employee whilst working in the Business.

### 6. Compensation for Court Attendance

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

- a. £250 for the Insured or any of the Insured's directors or partners
- b. £150 for any Employee

## Residential Let Legal Protection Section - Optional Cover

### Policy Information

(not forming part of the Policy)

This Policy Wording is an optional extension in cover to the UK General Policy Wording with which it was issued, but it is not part of said Policy Wording. The cover provided under this Policy is underwritten independently of the main UK General Policy to which this Residential Let Legal Protection Policy is attached, and is only operative if indicated in the main UK General Policy Schedule.

### Residential Let Legal Protection Policy

This Policy is underwritten by DAS Legal Expenses Insurance Company Limited under Contract Number TS3/5385286.

### Details about the Regulator

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority. Their FSA register number is 202106. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

DAS Legal Expenses Insurance Company Limited's Head and Registered Office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.

### Compensation Arrangements

DAS is covered by the Financial Service Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS at: <http://www.fscs.org.uk>

To make sure that you get the most from your DAS cover, please take time to read this Policy which explains the contract between us.

If you have any questions or would like more information, please contact your insurance adviser.

It will help if you keep the following points in mind:

### How we can help

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

Always report **your** claim to **us** as soon as possible. **We** can send **you** a claim form to help **you** do this. **We** normally deal with claims through **our** Claims Department but sometimes **we** use appointed lawyers.

To claim under this Policy, please phone **us** on 0844 209 0999 or alternatively **you** can send **your** claims details to The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If **you** need help from **us**:

**You** can phone **us** any time on 0117 934 0553 for advice on **your** legal dispute.

### When we cannot help you

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## Residential Let Legal Protection Section

### THIS IS YOUR RESIDENTIAL LET LEGAL PROTECTION POLICY

This Policy, the UK General Policy Schedule (herein called the Schedule) and any endorsement shall be considered as one document.

The UK General proposal or any information supplied by the Policyholder shall be incorporated in the contract.

This Policy will cover the Insured Person in respect of any Insured Incident arising in connection with the business shown in the Schedule if the premium has been paid.

### THE MEANING OF WORDS IN THIS RESIDENTIAL LET LEGAL PROTECTION POLICY

#### Appointed lawyer

The lawyer, or other suitably qualified person, whom **we** appoint to act for **you** in accordance with the terms of this Policy.

#### Costs and expenses

- (a) **Legal costs**  
All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.
- (b) **Opponent's costs**  
The cost incurred by opponents in civil cases if **you** have to pay them, or pay them with **our** agreement

#### Date of occurrence

- (a) **For civil cases**  
The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events.
- (b) **For criminal cases**  
The **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.

#### Hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

#### Period of insurance

The period for which **we** have agreed to cover **you**.

#### Storage costs

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

#### Territorial limit

The United Kingdom of Great Britain and Northern Ireland.

#### We, us, our

DAS Legal Expenses Insurance Company Limited.

#### You, your

The person, business or property owner who has taken out this policy.

#### Your property

The property **you** have told **us** about.

### COVER

**We** agree to provide the insurance in this Policy, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **INSURED INCIDENT** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to).

### WHAT WE WILL PAY

For an **INSURED INCIDENT** under this Policy **we** will pay **your**:

- **hotel expenses**;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:
  - (a) **you** tell **us** within the time limits allowed that **you** want **us** to appeal; and
  - (b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **storage costs**;

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

# Residential Let Legal Protection Section

## INSURED INCIDENTS WE WILL COVER

### 1 REPOSSESSION

We will negotiate for the following:

#### (a) England, Wales and Scotland

Your legal rights in trying to get possession of **your property** that **you** have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** to a limited company or partnership and **your property** has been let for people to live in.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** and **you** live in **your property** as the landlord.

#### (b) Northern Ireland

Your legal rights in trying to get possession of **your property** that **you** have let to which The Private Tenancies Order 2006 applies.

### Conditions

- For both (a) and (b) **you** must give the tenant the correct notices telling him or her that **you** want possession of **your property**.
- All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

### What is not covered under 1 REPOSSESSION

Any claim to repossess **your property** because **your** tenant has behaved anti-socially.

### 2 PROPERTY DAMAGE

We will negotiate for **your** legal rights after an event which causes physical damage to **your property**. The amount in dispute must be more than £1,000.

### 3 EVICTION OF SQUATTERS

We will negotiate for **your** legal rights to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

### 4 RENT RECOVERY

We will negotiate for **your** legal rights to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

### Conditions:

- If **you** accept payment (or part payment) of rent arrears from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this Policy.
- Where the tenant is a limited company, **you** must first seek advice from the **appointed lawyer** before accepting payment of rent arrears.

### 5 LEGAL DEFENCE

We will:

- defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- defend an appeal against **your** decision not to adapt **your property** following a request under:
  - The Disability Discrimination Act 1995 as amended by the DDA 2005;
  - The Housing (Scotland) Act 2006;
  - The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;or any future amending legislation.

Provided that for **5(b)** **you** have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

## WHAT YOU ARE NOT COVERED FOR

- Any claim reported to **us** more than 90 days after the date **you** should have known about the **INSURED INCIDENT**.
- Any **costs and expenses, hotel expenses** or **storage costs** that are incurred before **we** agree to pay them.
- Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this Policy.
- A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
- Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- Any claim relating to subsidence, mining or quarrying.
- Judicial Review.
- Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## Residential Let Legal Protection Section

- 11 A dispute with **us** not otherwise dealt with under Condition 7.
- 12 Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.
- 13 Apart from **us**, **you** are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third-party rights or interest.
- 14 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 4 (a) **You** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.
- (b) **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5 If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 6 If **you** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **costs and expenses we** have paid.

### CONDITIONS

- 1 **You** must:
- (a) keep to the terms and conditions of this Policy;
- (b) try to prevent anything happening that may cause a claim;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) send everything **we** ask for, in writing;
- (e) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
- (b) **You** are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
- (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
- (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, **we** are free to choose an **appointed lawyer**.
- (d) The **appointed lawyer** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed lawyer** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **appointed lawyer**.
- (f) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
- (g) **You** must give the **appointed lawyer** any instructions that **we** ask for.
- 3 (a) **You** must tell **us** if anyone offers to settle a claim.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
- (c) **We** may decide to pay **you** the losses **you** are claiming instead of starting or continuing legal proceedings.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
- 8 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Policy did not exist.
- 9 This Policy will be governed by English law.

# Residential Let Legal Protection Section

## HELPLINE SERVICES

**We** provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help **us** check and improve **our** service standards, **we** record all calls except those to the counselling service. When phoning, please tell **us your** policy number or the name of the insurance broker or company who sold **you** this policy.

Please do not phone **us** to report a general insurance claim.

**To get help from DAS, phone us on 0117 934 0553.**

### **EuroLaw legal advice**

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. **We** may send information to legal advisors in these countries.

### **Tax advice**

**We** will give **you** confidential advice over the phone on personal tax matters.

### **Domestic assistance**

**We** will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage.

**We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

### **Counselling**

**We** will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling helpline, phone us on 0117 934 2121.**

**We** will not accept responsibility if the Helpline Services fail for reasons **we** cannot control. By using these services **you** are agreeing to **us** recording **your** call.



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UKGPOPORES v04-10