

# Property Owners Insurance Policy



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

**uk** general

# 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

## Cancelling Your Policy

Although the 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 giving notice in writing (including by email) and the Insurers will then cancel Your Policy with effect from the date upon which notice is dispatched to UK General. That date will be the Cancellation Date. If considered appropriate the Insurers reserve the right to request the return of all the policy documentation.

If the Cancellation Date is within 14 days of the start of the Period of Insurance the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance less any policy fees already incurred.

If it is later and there have been no claims made during the current Period of Insurance, the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance (subject to a minimum premium of £100) less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation after the first 14 days the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims, occurring during the Period of Insurance, have been made or notified and/or paid under the Policy. If there is such a claim the 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 Period of Insurance and the Insurers will not make any refund of premium or of any policy fees.

## Insurers' Rights to Cancel Your Policy

The Insurers shall not be bound to accept any Renewal of this Policy.

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

## Cancellation for other reasons

The Insurers may cancel this Policy at any other time by sending 14 days notice of cancellation, giving details of the reason for cancellation, in writing to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

In the event of such a cancellation You shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired Period of Insurance.

## Details about the regulator and Insurers

UK General Insurance Ltd is authorised and regulated by the Financial Services Authority. Our FSA register number is 310101. 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.

Ageas 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

UK General Insurance Ltd and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. 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, 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN. Their telephone number is 0207 8927300.

## Complaints Procedure

(Not forming part of this Policy)

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint about the way Your Policy was sold to You, You should, in the first instance, contact the intermediary who arranged the Policy for You. If You have a complaint about a claim, call Your claims handler first. You will find the claims handler's name and phone number on any letters they have sent You.

Should the matter not be resolved to Your satisfaction, please contact:

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)

Please quote the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You cannot settle Your complaint with UK General, You may be entitled to refer it to the Financial Ombudsman Service (FOS). 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 EUR 2 million and fewer than 10 employees. 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 964 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)

# Property Owners' 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 Exceptions 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) 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.

## Data Protection Act 1998

Please read this notice carefully as it contains information about UK General's and Ageas Insurance Limited's use of personal information.

All personal information about You will be treated as private and confidential (even when You are no longer a customer), except as stated below.

By taking out this Policy, You are confirming that UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies may use Your personal information for the purposes explained below.

UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies may use any information held about You, any director, partner or Employee of the Business:

- to manage the Insurance Policy, including handling, underwriting, claims, issuing renewal documents and providing renewal information to your agent
- to carry out research and analysis.

They may share personal information with other insurers, regulatory authorities or agents providing services on their behalf.

UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies will only release personal information to others if:

- (a) it is necessary to manage the Policy
- (b) it is necessary to prevent fraud
- (c) required or permitted to do this by law (for example, if a legitimate request is received from the police or another authority)
- (d) there are any other circumstances where they have received Your permission to do so.

If UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies need to change the way

personal information is to be used, the Insured will be notified. If the change is not acceptable You must notify them as soon as possible.

### Sharing information to prevent fraud

The information held may be shared with operators of registers used by the insurance industry to check information that is given to UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies and prevent fraudulent claims. Information relating to the Insurance Policy and any incident (such as an accident or theft) may be passed to these registers.

### Dealing with others on Your behalf

To help manage the Insurance Policy, subject to passing security questions, UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies will deal with You, any director, partner or Employee employed in the Business or any other person whom they reasonably believe to be acting for or on Your behalf in connection with the Policy.

### Sensitive information

Some of the personal information that has been requested is known as sensitive personal data. This will include information relating to health, race, religion and criminal convictions relevant to the insurance provided. This information will only be used to manage the Policy and to provide the services set out in the Policy documents.

### Monitoring and recording

Telephone calls may be monitored and recorded to monitor and improve service and to prevent or detect fraud. CCTV recording equipment may also be used in and around the premises of UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies

### Interested parties

You should ensure that anyone else whose name has been supplied to UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies in connection with this Insurance Policy is shown this notice (Data Protection Act) as it will apply to them too.

### Further information

You are entitled to receive a copy of the information held by UK General, Ageas Insurance Limited and any holding company, subsidiaries and other linked companies. The Insured should contact the Data Controller of UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ, giving their name, address and insurance Policy number. UK General is entitled to charge an administrative fee for this.

## 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

As stated in the Period of Insurance.

# General Policy Information

## 1. Introduction

- 1.1 Each Section of this Policy, the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Policy Information, Definitions, Exclusions and 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) 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) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(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 and/or Endorsement 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 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 Ageas Insurance Limited (hereinafter referred to as 'The Insurers') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

All Sections

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered number: 354568 England.

## 3. Choice of Law applicable to this contract

- 3.1 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 Beales  
Technical Director  
UK General  
Registered Office  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
West Yorkshire, LS10 1RJ

UK General Insurance Ltd. Registered in England (Company No. 4506493).

For and on behalf of the Insurers

# General Policy Definitions

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

## **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 used in connection therewith
- b. The execution of private duties by Employees for any partner, director or senior official of the Insured.

## **Business Hours**

The period during which the Premises are actually occupied for the tenant's business purposes and during which the tenant or their Employees are in the Premises.

## **Compensation**

All damages which the Insured shall be legally liable to pay other than punitive, exemplary, liquidated, restitutionary or aggravated damages, liability under any penalty clause or any additional damages resulting from the multiplication of compensatory damages.

## **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.

## **Employee**

- (i) any person under a contract of service or apprenticeship with the Insured
  - (ii) any labour master or labour only sub-contractor or person supplied or employed by them
  - (iii) any self-employed person
  - (iv) any person hired to or borrowed by the Insured
  - (v) any person engaged under a work experience, youth training or similar scheme
  - (vi) any volunteer worker
- while working for the Insured in connection with the Business.

## **Excess** (not applicable to the Employers' Liability Section)

The first part of each and every loss for which the Insured is responsible.

## **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.

## **Insured / You / Your**

Person, persons or corporate body named as such in the Schedule.

## **Money**

Cash (notes and coins), cheques, Giro cheques, travellers cheques, postal or money orders, bankers' drafts, current postage and revenue stamps, unused units in postage stamp franking machines, National Insurance stamps, stamped or franked National Insurance cards, National Savings stamps, National Savings certificates, Premium Bonds, Holiday-with-Pay stamps, bills of exchange, credit and debit card sales' vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens and VAT purchase invoices all pertaining to the Business and belonging to or the responsibility of the Insured.

## **Policy**

The document described in the Introduction.

## **Period of Insurance**

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

## **Premises**

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

## **Property/Property Insured**

Material property belonging to the Insured or for which the Insured is responsible, as shown and/or described in the Schedule.

## **Proposal**

Any information provided by the Insured in connection with the obtaining of this Insurance and any declaration made in connection therewith.

## **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 and that shows the Sections of this Policy selected.

## **Sum Insured**

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

## **Territorial Limits**

- a. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- b. Elsewhere in the world 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 other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

## **Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **Total Sum Insured**

The total amount payable by the Insurers under any Section.

## **Unlawful Association**

Any organisation which is engaged in Terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

## **Unoccupied**

Any Building or part thereof that is not occupied, tenanted or in active use.

# 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 from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof
- iii) any weapon or device -
  - dispensing radioactive material and/or ionising radiation or
  - employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The Exclusion in this sub-clause (iv) does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the Premises and are being prepared, stored or used in the normal course of operations by the Insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

## 2. War and Similar Risks

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or Damage, consequential loss and legal liability directly or indirectly caused or occasioned by, happening through or in consequences of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to popular rising, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or municipal, local or custom's authority.

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, consequential loss and legal liability 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. Territorial Limits

The Insurers shall not provide Indemnity for Damage or Injury occurring outside the Territorial Limits (unless specifically insured).

## 5. Terrorism

The Insurers will not provide indemnity under this Policy for Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Terrorism except for accidental Injury sustained by any Employee of the Insured during the Period of Insurance and arising out of and in the course of their employment by the Insured in the Business described in the Schedule and occasioned by or happening through or in consequence directly or indirectly of Terrorism up to a maximum of £5,000,000 for Compensation and claimant's costs and expenses in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause (inclusive of legal costs and solicitors fees) for which the Insured is legally liable.

In any action, suit or other proceedings, where the Insurer alleges that by reason of the provisions of this Exclusion any loss, Damage or legal liability is not covered by this Policy, the burden of proving that such loss, Damage or legal liability is covered shall be upon the Insured.

## 6. Data Recognition

- a) The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or 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
  - (ii) other equipment or system for processing, storing or retrieving Data
  - (iii) computer software

whether the property of the Insured or not and whether occurring before, during or after the year 2000 to

- recognise correctly any date as its true calendar date
- capture, save, retain or correctly manipulate, interpret or process any Data, information, command or instruction as a result of treating any date otherwise than its true calendar date
- capture, save, retain or correctly process 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 correctly to process 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 to the extent insured and which is not otherwise excluded in any Section.

- (b) For the purpose of this General Policy Exclusion 6, a Defined

# General Policy Exclusions

Peril means fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, storm, flood, earthquake or impact by any vehicle

- (c) For the purpose of this General Policy Exclusion 5 Data means - all information which is
- electronically stored, or
  - electronically represented, or
  - contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records programmes, software or firmware, code or series of instructions.

## 7 . Electronic Risks Exclusion

The Insurers shall not provide indemnity under this Policy in respect of any claim (other than in respect of Bodily Injury as covered under the Property Owners' Liability Section) arising directly or indirectly from, or in connection with, or consisting of -

- (a) Loss of Data.

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

- Property Damage
- Loss of Rent

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

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

- Property Damage
- Loss of Rent

Exclusions 7(a) and 7(b) do not apply to the following Sections, when insured by the Policy -

- Terrorism
- Employers' Liability

### SPECIAL PROVISION

For the purposes of this Exclusion –

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

**Data** means all information which is -

- electronically stored, or
- electronically represented, or

- contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.

**Denial of Service Attack** means any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

**Failure** means any partial or complete reduction in the -

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

of any

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

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

**Malicious Contingency** means -

- riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- malicious persons other than thieves and Cyber Vandals.

**Specified Contingency** means the following 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 and leakage of fuel from any fixed oil or heating installation.

**Virus or Similar Mechanism** means program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to Trojan Horses, Worms and Logic Bombs.

**Computer and Electronic Equipment** means all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

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

## 8. Transmission and Distribution Line Exclusion

# General Policy Exclusions

The Insurers shall not provide indemnity under this Policy in respect of any loss, destruction or damage directly or indirectly occasioned by any kind of above or below ground 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 is responsible are located no further than 1,000 metres from the Property. 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 includes, 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.

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.

## 9. Northern Ireland

The Insurers shall not provide indemnity in respect of Damage to any Property in Northern Ireland or Damage resulting from, caused by, happening through or in consequence of

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

# General Policy Conditions

## 1. Observance

- (a) The due observance and fulfilment of the terms of this Policy, insofar as they relate to anything to be done or complied with by the Insured, shall be Conditions precedent to any liability of the Insurers to make any payment under this Policy.
- (b) The truth of statements and answers in the Proposal and/or Statement of Fact are the basis of this Policy and if anything referred to shall be untrue, the Policy shall be null and void.

## 2. Policy Voidable

This Policy may be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by you or any person acting on your behalf.

## 3. Reasonable Precautions

The Insured must

- a. Take all reasonable precautions to prevent or minimise the Damage accident or injury.
- b. Maintain the business 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.

## 4. Claims

- a. The Insured shall in the event of any injury, loss, destruction, 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
  - ii. Pass immediately, and unacknowledged, any letter of claim to the Insurers
  - iii. Notify the Insurers immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, 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 loss, destruction or 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 loss, destruction, Damage or consequential loss
  - vi. Retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, 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 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 by the Insurers, where such terms are not complied with.

## 5. Instalment Premiums

- (a) Where reference is made in this Policy to the payment of premium this includes the Insured having agreed to pay by instalments.
- (b) If UK General have agreed to accept payment of the first premium or any subsequent premium by instalment
  - (i) this Policy remains a contract for the Period of Insurance stated in the Schedule
  - (ii) if any instalment of premium is not received by UK General on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7days of UK General giving written notice of non-payment of an instalment, this Policy shall be cancelled immediately on expiry of such notice.
- (c) Following such cancellations UK General shall return to the Insured the balance of any instalment already paid after deduction of an appropriate charge for the Insurance cover to the date of cancellation except that if
  - (i) a claim has been made under the Policy for which the Insurers have made a payment
  - (ii) a claim has been made under the Policy which is still under consideration
  - (iii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to the Insurers

no refund of premiums shall be made and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively UK General may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

## 6. Fraud

If a claim is fraudulent in any respect if intentionally exaggerated or if you make 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, loss, destruction or Damage is caused by the wilful act or connivance of the Insured, all benefits under this Policy shall be forfeited.

## 7. 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 less, together with the amount of any costs and expenses to the date of such payment.

## 8. 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.

# General Policy Conditions

## 9. 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 Person 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 be notified to and accepted by the Insurers.

## 10. 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.

## 11. 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 as soon as is reasonably practicable.

## 12. 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 .

## 13. Claims Notification

- a. In respect of claims under this Policy, the Insured should contact 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.

## 14. 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.

## 15. Subrogation

Any claimant under this Section 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/occupied

Notice must be given to the Insurers as soon as reasonably practicable when any Building or part thereof becomes Unoccupied or when an Unoccupied Building or part thereof is again occupied. If the risk is accepted by the Insurers a suitable additional premium must be paid.

## 17. Survey Condition

1. If required by the Insurers, You 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 an extension of this period of time in writing. This date shall be called the Survey Deadline Date. Between inception or renewal date and the Survey Deadline Date the cover provided by this Insurance remains unaltered.

If the survey is not carried out by the Survey Deadline Date because of You not allowing the Insurers access to the Premises the Insurers have the right to –

- (a) cancel the contract by sending 14 days notice in writing in accordance with Policy Cancellation Condition
- (b) modify Your premium
- (c) issue a mid-term amendment to the Policy or Section Terms and Conditions
- (d) leave this Policy or Section Terms and Conditions, and the premium unaltered.

The Insurers will advise you of their decision within 30 days from the Survey Deadline Date.

2. If the Survey requires Risk Improvements, identified as Requirements, the Insured must fully comply with the timescales stipulated in the Compliance Schedule.

In the event that any Risk Improvements, identified as Requirements, are not completed by the Compliance Date the Insurers have the option to –

- (a) cancel the contract by sending 14 days notice in writing in accordance with Policy Cancellation Condition
- (b) modify Your premium
- (c) issue a mid-term amendment to the Policy or Section Terms and Conditions
- (d) leave this Policy or Section Terms and Conditions, and the premium unaltered.

The Insurers will advise you of their decision within 30 days from the Compliance Date

During the timescale stipulated in the Compliance Schedule for the completion of the Risk Improvements, identified as Requirements, the cover provided by this Insurance remains unaltered.

3. If the Survey identifies additional risk that was not evident in Your Proposal (without prejudice to any rights which the Insurers have to avoid) the Insurers have the right to –
  - (a) cancel the contract by sending 14 days notice in writing in accordance with Policy Cancellation Condition
  - (b) modify Your premium
  - (c) issue a mid-term amendment to the Policy or Section Terms and Conditions.

# General Policy Conditions

4. It is a Condition precedent to liability that all Risk Improvements, identified as Requirements, and that are confirmed by You or on Your behalf either in writing or verbally, to the Insurers or their representative as having been completed must continue to be complied with during the Period of Insurance.

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 2. Policy Voidable

To the extent that this Survey Condition conflicts with the Cancellation Condition, this Survey Condition shall prevail.

## 18. Subjectivity

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

The Insurers will clearly state in the Schedule if the Cover provided by this Policy is subject to the 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.

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 insured 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.

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 Insurers' 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 Cancellation Condition.

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 the Insurers discover information material to their acceptance of the risk. Please refer to the General Policy Conditions 2. Policy Voidable.

# Property Damage Section

## Definitions

### 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 vehicle or animal, theft or attempted theft, and subsidence, ground heave or landslip.

### 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 for which you are responsible up to an amount not exceeding £5,000 and Landlords Contents in the common parts of the Buildings to which all tenants have access for an amount not exceeding £10,000, 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.

# Property Damage Section

## Cover

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

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.
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 accidental loss, destruction or Damage
- ii. Subsequent Damage which itself results from a cause not otherwise excluded

3. Loss, destruction or 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 cover
    - 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. Destruction of or Damage to any building or structure caused by its own collapse or cracking, but the Insurers will pay for such destruction or Damage resulting from a Specified Peril in so far as it is not otherwise excluded.
6. Damage in respect of any Building or part of a Building that is Unoccupied
  - (a) for between 30 and 60 consecutive days
    - (i) caused by
      - escape of water from any tank apparatus or pipe or fuel oil or heating installation
      - escape of water from a fixed sprinkler installation
      - malicious persons
      - theft or attempted theft
      - freezing
    - (ii) or caused to
      - glass or sanitaryware
  - (b) for more than 60 consecutive days
7. Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or flood.
8. 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.
9. 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 descriptionBut the Insurers will pay for such Damage caused by a Specified Peril in so far as it is not otherwise excluded.

# Property Damage Section

10. 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 treesBut the Insurers will pay for such Property specifically described in the Schedule or in this Section.
11. 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.
12. Any Property more specifically insured by or on behalf of the Insured
13. Consequential loss or Damage of any kind or description, except loss of Rent when such loss is insured by this Section
14. The amount of any Excess specified in the Schedule

## Special Conditions

### 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, or any other Limit of Liability in this Section whichever is the less at the time of the Damage, less any Excess
- b. The amount of the Sum Insured or Limit of Liability remaining after deduction for any other Damage occurring during the same Period of Insurance, unless 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 separately subject to average 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 separately subject to Average. 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 proportionately reduced.

#### 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 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.

"Declared Value" means the assessment by the Insured of the

# Property Damage Section

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

- 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 proportionately reduced. 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 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. Lost, destroyed or 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 granting of this cover
  - 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

- 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 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.

## 6. Sprinkler Installation Upgrading Costs

If following physical 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. Alteration Additions and Inadvertent Failure to Insure

The Insurers will provide indemnity in respect of Damage to

1. any newly built or newly acquired Building
2. alterations, additions and improvements to an insured Building, but not in respect of any appreciation in value

Where You have

- a). an obligation to insure whether owned or leased by You, but which has been, inadvertently, left uninsured, and
- b). agreed to insure all Buildings, owned by You or for which You are responsible to insure with Insurers, situate within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The Insurers maximum liability under this clause will not exceed

- (i) £250,000 in respect of any one newly built or acquired property, or
- (ii) £250,000 or 20% of the existing Building Sum Insured, whichever is less, in respect of alterations, additions or improvements to an insured Building.

Insurers will not provide any indemnity in respect of

- (a) any building more specifically insured
- (b) any appreciation in value

**Provided that:**

# Property Damage Section

1. You advise us in writing immediately You become aware of a Building inadvertently left uninsured and pay the appropriate premium due from the date Insurers liability commenced.
2. Before inception of the cover and before the start of each Period of Insurance You must complete a full review of all properties to ensure that effective insurance is in force on each of them.

**This Special Condition does not apply to Unoccupied properties.**

## 8. 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.

## 9. Removal of Debris Cost

Sums Insured and/or Declared Values for Buildings include an amount in respect of removal of debris cost, other than where an item covering such costs is specifically shown in the Schedule.

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.

## 10. 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 Damaged occurred and the area immediately adjacent thereto; or
- b. Arising from Pollution or Contamination of Property not insured by this Section.

## 11. Temporary Removal

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

## 12. Temporary Removal – Documents

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

## 13. 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.

## 14. Fixed Glass

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 alarm foil 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.

## 15. Locks and Keys

The Insurers will pay the reasonable costs necessarily incurred in replacing locks and keys of doors and windows at the Premises following loss of keys by theft or attempted theft from the Premises, your Home, your directors' homes, your authorised Employees' homes or while in your custody or that of an Employee following theft involving violence or threat of violence to you or an Employee authorised to hold such keys.

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

## 16. Landscaped Grounds

# Property Damage Section

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.

## 17. Metered Supplies

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage, and for which the Insured is legally responsible, up to an amount of £25,000 any one claim.

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

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

## 18. Unauthorised Use of Supplies

Cover includes the cost of water, gas electricity or other metered supply charges incurred by the Insured and for which the Insured 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. The Insurers will not pay for such charges incurred in respect of any building which is Unoccupied.

## 19. Trace and Access

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.

## 20. 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.

## 21. Removal of Wasp and Bee Nests

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

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

## 22. Contractors' Interest

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.

## 23. Alternative Residential Accommodation

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.

## 24. Seventy Two Hours Clause

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

## 25. 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.

## 26. 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 destroyed or 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

# Property Damage Section

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.

## 27. Workmen

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

## 28. Clearing of Drains

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

## 29. Theft of the Fabric of the Building

It is agreed that Cover Exclusion 2c i. shall not apply to Damage to Buildings caused by theft or attempted theft up to an amount of £10,000 any one claim provided that the Insured are responsible for making good such Damage but excluding Damage to:

- Buildings which are Unoccupied
- outbuildings, walls, gates and fences
- roads, car parks, forecourts, patios, pavements, footpaths and similar hard surfaced areas at the Premises
- telephone, gas water and electrical instruments, meters, piping and cabling pertaining thereto and the like including such Property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks, water tanks, hoists and their ancillary equipment and pipework and the like.

## 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 terms of this condition have been complied with.

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 terms of this condition have been complied with.

### Conditions Precedent to Liability

Every condition applied to this Section or to any item to this Section (whether a General Section 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 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 are the Insurers 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.

### Unoccupied Premises

It is a Condition precedent to liability that whilst any Buildings or part thereof insured by this section are Unoccupied for a period exceeding 30 consecutive days the following requirements are complied with

- (a) 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) all external doors are kept securely locked
- (c) ground floor window openings are kept securely fastened and, if specified by the Insurers in writing, boarded up in accordance with their requirements
- (d) the Buildings to be maintained and all yards and external areas immediately surrounding the Buildings are to be kept free of all fuel and waste materials
- (e) all letterboxes are sealed to prevent insertion of material.

The Insured must 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 must be kept and made available for inspection by the Insurers immediately upon request.

# Loss of Rent Section

## Definitions

### 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 vehicle or animal, theft or attempted theft, and subsidence, ground heave or landslip.

### 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 of the Damage occurring.

### Maximum Indemnity Period

The 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 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 Damage occurring during the Period of Insurance, excluding:

1. Damage caused by or consisting of
    - a. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials.
    - b. 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.
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.

# Loss of Rent Section

- 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 Perils.
  - 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 landslip
    - 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 cover.
    - 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 and 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 or part of a Building that is Unoccupied
- (a) for between 30 and 60 consecutive days
    - (i) caused by
      - escape of water from any tank apparatus or pipe or fuel oil or heating installation
      - escape of water from a fixed sprinkler installation
      - malicious persons
      - theft or attempted theft
      - freezing
    - (ii) or caused to
      - glass or sanitaryware
  - (b) for more than 60 consecutive days
10. 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 Perils in so far as it is not otherwise excluded.
11. The amount of any Excess specified in the Schedule.

## 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 and in the Period of Insurance for Loss of Rent is 150% of the Total Sum Insured for Rent, or in respect of any one item for Rent 150% 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 reinstatement of the Sum Insured or limit of liability shall not apply in respect of Damage caused by theft or attempted theft or Terrorism (as insured by this Section).

# Loss of Rent 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. Additional Increase in Costs of Working

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

The most the Insurers will pay for any one claim and in the Period of Insurance is the Sum Insured shown in the Schedule.

### 3. Alteration Additions and Inadvertent Failure to Insure

The Insurers will provide indemnity for Loss of Rent in respect of

- 1. any newly built or newly acquired Building
- 2. alterations, additions and improvements to an insured Building, but not in respect of any appreciation in value

Where You have

- a). an obligation to insure whether owned or leased by You, but which has been, inadvertently, left uninsured, and
- b). agreed to insure all Buildings, owned by You or for which You are responsible to insure with Insurers, situate within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The Insurers maximum liability under this Special Condition will not exceed

- (i) £100,000 for Loss of Rent in respect of any one newly built or acquired property,
- or
- (ii) £100,000 or 20% of the existing Loss of Rent Sum Insured, whichever is less, in respect of alterations, additions or improvements to an insured Building.

Insurers will not provide any indemnity in respect of

- (a) any building more specifically insured
- (b) any appreciation in value

## Provided that:

- 1. You advise us in writing immediately You become aware of a Building inadvertently left uninsured and pay the appropriate premium due from the date Insurers liability commenced.
- 2. Before inception of the cover and before the start of each period of insurance You must complete a full review of all properties to ensure that effective insurance is in force on each of them.

**This Special Condition does not apply to Unoccupied properties.**

### 4. Average

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

### 5. Seventy Two Hours Clause

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

### 6. 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.

### 7. 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

The Cover under this Section is extended to include loss resulting from the interruption or interference with the Business in consequence of loss, destruction, damage or Damage covered under the following Extensions provided that the liability for the Insurers for any one claim and in the Period of Insurance shall not exceed the Sum Insured shown in the Schedule for such Extension or the Limit stated therein.

### 1. Outstanding Debit Balances

Subject to the under noted Definitions, Basis of Settlement and Extension conditions, Cover extends to include the Insured's loss in respect of Outstanding Debit Balances following Damage to the Insured's Records.

# Loss of Rent Section

The most the Insurers will pay for any one claim is the Sum Insured shown in the Schedule.

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

- Bad debts written off
- Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured's books at the time of the event) to the Customers' Accounts in the period between the date to which the total last recorded relates and the date of the Damage.
- Any abnormal condition of trade which had or could have had a material effect on the Business so that the adjusted figures represent as near as reasonably practicable results which but for the Damage would have been obtained at the date of the Damage had the Damage not occurred.

## Basis of Settlement for Outstanding Debit Balances

The Insurers will pay the Insured the amount of their claim for Outstanding Debit Balances if in consequence of Damage occurring during the Period of Insurance the Insured is unable to trace or establish Outstanding Debit Balances in whole or in part.

In consideration of the Sum Insured not being reduced by the amount of any claim and in the Period of Insurance, 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 as stated in the schedule, but this shall not apply in respect of theft or attempted theft or Terrorism (if insured by this Extension).

The insurance under this extension is limited to loss sustained by the Insured directly due to the physical Damage and the amount payable shall not exceed

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

## Basis of Settlement Adjustments

In calculating the amount the Insurers will pay the Insured, adjustments shall be made in accordance with the following clause.

### Average (Underinsurance)

If the Sum Insured at the time of the Damage is less than the Outstanding Debit Balances, the amount payable will be proportionately reduced.

### Extension Conditions

Section Conditions 1,2,3,4 and 5 apply to this Extension, and in addition

1. Outstanding Debit Recording  
At the end of each month the Insured shall record the total amount outstanding in Customers Accounts at that time, and keep a copy of such records at a place other than the Insured's Premises.
2. Additional Claims Condition  
In the event of Damage in consequence of which the Insured make or may make a claim under this Extension, the Insured shall at their own expense deliver to the Insurers full information in writing of the particulars of the claim, together with details of all other policies covering Outstanding Debit Balances or any part of them, and the amount of any resulting Outstanding Debit Balances.

The 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 where such terms are not complied with.

### 2. Denial of Access

Loss, destruction or damage occurring during the Period of Insurance to property within the Geographical Limits and in the vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises are damaged or not.

Limit 100% of the Sum Insured on Loss of Rent any one claim and in the Period of Insurance.

### 3. Documents

Loss, destruction or damage occurring during the Period of Insurance and within the Geographical Limits to documents belonging to or held in trust by the Insured whilst at premises not being the Insured's premises, or in transit by road, rail or inland waterway.

Limit 100% of the Sum Insured on Loss of Rent any one claim and in the Period of Insurance.

### 4. Notifiable Diseases and Closure

Any claim resulting from interruption of or interference with the Business in consequence of the under noted Contingencies and occurring during the Period of Insurance 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 attaching to Extension 4 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

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

# Loss of Rent Section

## 5. Loss of Attraction

Loss, destruction or 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% of the sum insured on Loss of Rent, or £250,000 whichever is the less, any one claim and in the Period of Insurance.

## 6. Managing Agents' Premises

Loss, destruction or damage occurring during the Period of Insurance and within the Geographical Limits to property of the Insured's managing agents used in connection with the business at the premises of such managing agents.

Limit 10% of the Sum Insured for Loss of Rent or £500,000 any one claim and in the Period of Insurance whichever is the lesser.

## 7. Supply Undertakings

Loss, destruction or damage occurring during the Period of Insurance and within the Geographical Limits 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.
- e. Limit 100% of the Sum Insured on Loss of Rent any one claim and in the Period of Insurance.

## Special 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.

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 on 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 50% of the Sum Insured on 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. Excess

The total amount payable by the Insured or any other person entitled to indemnity in respect of any Damage arising out of any one occurrence or series of occurrences arising out of any one event, before the Insurers shall be liable to make any payment.

If any payment made by the Insurers shall include the amount for which the Insured or any other person entitled to indemnity is responsible such amount shall be repaid to the Insurers forthwith.

### 3. Products Supplied

Any goods or other Property (including containers, packaging, labelling and instructions for use) sold, supplied, delivered, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by the Insured in the course of the Business.

### 4. Pollution or Contamination

- a. All pollution or contamination of buildings or other structures or of water or land or the atmosphere;  
and
- b. All 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.

### 5. Offshore Installations

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

### 6. Asbestos

Asbestos, asbestos fibres and an derivatives of asbestos.

## Cover

### 1. The Insurers will indemnify the Insured against accidental:

- (a) Injury
- (b) Damage to Property
- (c) Obstruction, trespass, nuisance or interference with any right of way, light, air or water

Occurring during the Period of Insurance and arising out of or in the course of the Business, within the Territorial Limits, the Insurers will indemnify the Insured in respect of all sums which the Insured becomes legally liable to pay as Compensation and claimant's costs and expenses, in respect of such Injury, Damage to Property or obstruction, trespass, nuisance or interference with any right of way, light air or water.

### Limit of Indemnity

The liability of the Insurers shall not exceed the amount stated in the Schedule for any one occurrence or series of occurrence arising out of any one event.

### 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 normally resident within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of any journey or temporary visit to any other country made in connection with the Business.

The Insurers will not provide indemnity

- (i) where liability arises from -
  - a. contractual liability
  - b. ownership, possession of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft, aircraft or watercraft
- (ii) where indemnity is provided by another insurance policy

### 5. Motor Contingent Liability

# Property Owners' Liability Section

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 loss of or Damage to such vehicle
- b. Arising out of any such use in any country outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- 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.
- e. Caused whilst such vehicle is engaged in racing, pace-making, reliability trials or speed testing.
- f. Caused whilst such vehicle is being driven with the consent of the Insured or their representative by any person who to the knowledge of the Insured or other such representative does not hold an appropriate licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

For the purpose of this cover 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.

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.

# Property Owners' Liability Section

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.

## 12. Corporate Manslaughter and Corporate Homicide Act 2007

The Insurers will indemnify the Insured (and at the request of the Insured any director, partner or Employee of the Insured) in respect of legal costs and expenses incurred with the Insurers' written consent in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 including

- such legal costs and expenses incurred by the Insured or any person entitled to indemnity in an appeal against conviction arising from such proceedings
- prosecution costs awarded in connection therewith.

Provided that

- (1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and in the course of the Business
- (2) the liability of the Insurers to provide indemnity under this Clause shall not exceed the Indemnity Limit shown in the Schedule
- (3) The Insurers shall not provide indemnity in respect of –
  - (i) proceedings consequent upon a deliberate act or omission by the Insured
  - (ii) fines or penalties of any kind
  - (iii) remedial or publicity orders or any steps required to be taken by such orders
  - (iv) any circumstances for which indemnity is provided by any other insurance
- (4) the director, partner or Employee shall, as though they were the Insured, be subject to the Terms of this Policy in so far as they can apply.

## 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, loss 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.

### 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 loss or 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. Products Supplied

Liability caused through any Product supplied other than food and drink supplied in the course of the Business and consumed on the Premises.

### 9. Advice and Design

Liability for Injury, loss 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.

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

Liability in respect of loss of or 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.

### 11. Excess

# Property Owners' Liability Section

The amount of any Excess specified in the Schedule.

## 12. Asbestos

Liability arising out of -

- exposure to
- inhalation of
- fears of the consequence of exposure to or inhalation of
- the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos, including any product containing Asbestos

## 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

## The Cover

The Insurers will indemnify the Insured against

(1) legal liability to pay Compensation and

(2) other costs and expenses as stated in the Section Extensions in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in course of employment by the Insured in the Business within the Territorial Limits.

## Limit of Liability

The liability of the Insurers shall not exceed the amount stated as in the Schedule for any one occurrence or series of occurrences arising out of any one event.

## 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

- iii. 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.
- iv. any of the Insured's directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

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.

# Employers' Liability Section

## 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

## 7. Corporate Manslaughter and Corporate Homicide Act 2007

The Insurers will indemnify the Insured (and at the request of the Insured any director, partner or Employee of the Insured) in respect of legal costs and expenses incurred with the Insurers' written consent in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 including

- such legal costs and expenses incurred by the Insured or any person entitled to indemnity in an appeal against conviction arising from such proceedings
- prosecution costs awarded in connection therewith.

Provided that

- (1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and in the course of the Business
- (2) the liability of the Insurers to provide indemnity under this Clause shall not exceed the Indemnity Limit shown in the Schedule
- (3) the Insurers shall not provide indemnity in respect of –
  - (i) proceedings consequent upon a deliberate act or omission by the Insured
  - (ii) fines or penalties of any kind
  - (iii) remedial or publicity orders or any steps required to be taken by such orders
  - (iv) any circumstances for which indemnity is provided by any other insurance
- (4) the director, partner or Employee shall, as though they were the Insured, be subject to the Terms of this Policy in so far as they can apply.

# Terrorism Section

(Only operative if specified on the Schedule)

## Definitions – for the purposes of this Section

### Terrorism

Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This definition includes but is not limited to Trojan Horses and Logic Bombs.

### Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores, transmits or retrieves data.

### Denial of Service Attack

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

## Cover

The insurance by the Property Damage Section and the Loss of Rent Section is extended to include any act of Terrorism but not Damage occurring outside Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands).

The Insurers liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the limits as otherwise specified in the Policy.

Provided always that

1. in any action suit or other proceedings where the Insurers alleges that any Damage or loss resulting from Damage is not covered by this Extension the burden of proving that such Damage is covered shall be upon the Insured
2. this Section is not subject to any of the Exclusions specified in this Policy other than those applying specifically in respect of this Extension as stated in provisos 4 to 6 below
3. this Section is subject to all the terms and conditions of the Policy except as expressly varied hereby

4. this Section is subject to the exclusion of chemical biological or radioactive contamination defined as any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - (a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component thereof
  - (b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - (c) chemical and/or biological and/or radiological irritants contaminants or pollutantsin respect only of residential property houses blocks of flats and other dwellings insured in the name of a private individual
5. this Section is subject to the exclusion of war and allied risks defined as war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
6. this Section is subject to the exclusion of digital or cyber risks, that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned or resulting from Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but not without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

or

Consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

## Section Conditions

This Section shall not apply to any

- (a) Long Term Agreement/Undertaking to which this insurance is subject
- (b) terms in this insurance that provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance
- (c) aggregate limit contained in this insurance regarding the amount to be borne by the Insured as the result of an Excess.



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