

# ESSENTIAL FLAT OWNERS POLICY BOOKLET



FOR THE  
PROFESSIONAL  
PROPERTY OWNER

# Emergency Glazing & Security Assistance Helpline

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

## **Emergency Glazing & Security Assistance Helpline**

**0345 878 5455**

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, 7 days a week and throughout the year.

In addition, replacement locks or emergency security measures are also available. Provided the damage is covered by your Policy, the cost will be settled by us directly with our service providers. If, however, the Policy requires payment of the first amount of any claim, or if you are V.A.T. registered, our service provider will invoice you direct for this amount.

Note: Using any other repairer will not affect your right to claim under this Policy.

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

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# Essential Flat Owners Policy

The Company will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions, for the Period of Insurance). This Policy should be read in conjunction with the Schedule which confirms the Sections you are covered for. The statement of fact or proposal, the Schedule, this policy booklet and any information supplied by or on behalf of the Insured shall be incorporated in the contract.

# General Definitions

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

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

## Buildings

- a** structures (including foundations);
  - b** landlord's fixtures and fittings (including all machinery and plant and consumables used in connection with the Location) and tenants improvements for which the landlord is responsible in on or around the structures;
  - c** building management and security systems;
  - d** furnishings and other contents of common parts of the structures including such contents of parts used by the Insured and seasonal items introduced to the structures;
  - e** gangways, pedestrian malls and pedestrian access bridges;
  - f** walls, gates, fences and Services;
  - g** roads, pavements, car parks, hard standing and street furniture; and
  - h** landscaping and recreational features including garden furniture ornaments and statues;
- all being the property of the Insured or for which they are responsible and situate at the Location.

## Business

The business as stated in the Schedule.

## Company

U K Insurance Limited (UKI) trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## Damage

Loss, destruction or damage.

## Employee

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

- a** under a contract of service or apprenticeship with the Insured;
- b** under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured;

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

## Excess

The Company shall not be liable for the first amount of each and every loss stated under the excesses set out in the Schedule or otherwise stated in this Policy.

## Index Linking

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

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

## Insured

The person, persons, Limited or Public Limited Company or Limited Liability Partnership named in the Schedule.

## Location

The premises at the addresses stated in the Schedule.

## Period of Insurance

The period beginning with the Effective Date and ending with the Expiry Date (both shown in the Schedule) and any other period for which the Company accepts the Insured's premium.

## Policy

This policy including the Sections shown as operative in the Schedule and the Schedule all of which should be read together as one contract.

## Schedule

The schedule applicable to the Policy.

## Sum Insured

The sum insured as set out in the Schedule.

## Vacant or Disused

Any location that in its entirety is unfurnished, untenanted, unoccupied or no longer in active use for a period of more than 30 days.

# General Conditions

**These Conditions apply to all Sections of this Policy.**

**Where additional Conditions apply to a specific Section of this Policy they are stated under that Section.**

## 1 Misrepresentation

This Policy shall be voidable by the Company in the event of any material misrepresentation, misdescription or non-disclosure, by the Insured or anybody acting on behalf of the Insured or acting on their behalf as their agent, in any particular.

## 2 Reasonable Precautions

The Insured shall:

- a take all reasonable precautions to prevent or minimise Damage, accident or injury;
- b maintain the Locations in a good state of repair.

## 3 Change of Risk and Interest

- a The Insured shall advise the Company as soon as they become aware of:
  - i any structural work to the Locations;
  - ii any other work (other than minor repairs or alterations or general maintenance work) to be or being carried out in or on the Locations or the site on which the Locations stand; or
  - iii any change in the occupation of the Locations which increases the risk of Damage as insured by the Policy.

The insurance will not be prejudiced by any act or omission unknown to or beyond the control of the Insured on the part of a tenant occupying or using the Buildings whether constituting an increase in risk or not, provided that the Insured immediately they become aware of such work or change set out in **i** to **iii** above shall give notice in writing to the Company and pay any additional premium the Company may require.

- b This Policy shall cease to be in force if:
  - i the Insured's interest in the Business ceases other than by death;
  - ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued; or
  - iii at any time after the Effective Date (as shown in the Schedule) unless its continuance be admitted by memorandum signed by or on behalf of the Company.

Nothing contained in this Policy shall give any right against the Company to any person other than the Insured except to a person to whom the Policy has transferred and who has been approved by the Company.

## 4 Cancellation

### a Rights of the Insured

- i This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (this is known as the "cooling off" period). If the Insured elects to cancel within this period they must return all documents to their broker, intermediary or agent who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the "cooling off" period the Policy will be treated by the Company as in force and no refund of premium will be made.
- ii Following the "cooling off" period, this Policy may be cancelled by the Insured by sending written notice of cancellation by registered post to the Company at its last known address. Such cancellation will be effective no more than sixty days after the date of posting. At the discretion of the Company, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.
- iii If the Insured cancels this Policy, then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spent period, the cost of claims will be deducted from the return payable. The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.
- iv Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

## b Rights of the Company

- i The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 30 days' notice to the Insured at the Insured's last known address.
- ii If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above, the Insured shall immediately return to the Company any effective Certificate(s) of Employers Liability Insurance.

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

## 5 Instalments

Notwithstanding General Condition 4 b, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel the Policy by giving 7 days' notice in writing to the Insured's last known address and the Insured shall return to the Company any effective employers' liability certificate(s) of insurance. No refund of any previously paid premium instalments will be made.

## 6 Choice of Law

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

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

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

## 8 Vacant or Disused Locations

It is a condition precedent to the liability of the Company that in respect of Locations which are Vacant or Disused the Insured shall:

- a inspect the Location as frequently as practicable and at least every 14 days;
- b take all reasonable precautions for the safety of the Locations insured including the security of all doors and windows and other means of entry and the sealing of all letter boxes and similar openings to prevent ignitable materials accelerants or similar materials being introduced into the Buildings;
- c remove all unfixed combustible materials either within or outside in the vicinity of the Buildings from the location; and
- d for the period of 1st October until 31st March inclusive keep any central heating within the Buildings on for at least 2 hours during the morning and night hours.

# Claims Conditions

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

## 1 Action by the Insured

It is a condition precedent to the liability of the Company that the Insured shall:

- a** immediately notify the Company as soon as becoming aware of any loss to which cover will attach under Sections 1, 2, 3 or 6 or to any claim or circumstance to which cover will attach under Sections 4, 4a, 4b, 5 and 7 and deliver to the Company at their own expense a claim in writing with such detailed particulars and proofs as may reasonably be required by the Company and if demanded by the Company a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i** 7 days of the event giving rise to the claim in the case of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons; or
  - ii** 60 days of the event resulting in the claim in the case of any other claim or such further time as the Company may allow;

notwithstanding items **a i** and **ii** above, the Insured shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt;

- b** give immediate notification to the police in respect of:
  - i** vandalism; or
  - ii** theft or any attempt thereat;
 in relation to this Policy.
- c** make no admission of liability or offer, promise or payment without the Company's written consent;
- d** inform the Company immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to the Company immediately every relevant documentation;
- e** take all reasonable action to minimise any interruption or interference to the Business;
- f** produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim; and

- g** in respect of Damage caused by Accident, Breakdown or Collapse to Covered Equipment (as defined in Section 6) discontinue use of any damaged Covered Equipment unless the Company authorises otherwise or until such property has been repaired to the satisfaction of the Company. Any damaged parts that are replaced shall be kept for inspection by the Company.

## 2 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any Damage in respect of which a claim is made under this Policy and without thereby incurring any liability or diminishing any of the Company's rights under this Policy to enter, take or keep possession of the premises where such Damage has occurred and to take possession of or require to be delivered to the Company any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at its discretion to take over and conduct in the name of the Insured or any other person the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy and the Insured shall give all information and assistance required by the Company;
- c** to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company; and
- d** in the event of any Occurrence (as defined in Sections 4, 4a, 4b and 5) resulting in any claim(s) under Sections 4, 4a, 4b and/or 5, to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 5 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, following such payment, the Company shall have no further responsibility in connection with such claim(s) except in respect of Section 5 for costs and expenses incurred before the date of payment.



### 3 Fraudulent Claims

All benefit under this Policy shall be forfeited in the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured, the person claiming to be indemnified or any person acting on their behalf to obtain benefit.

### 4 Subrogation

The Company shall be subrogated to the rights of recovery of the Insured against any third party. Accordingly, any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company.

The Company shall not enforce any rights against:

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

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

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

### 5 Other Insurances

Unless otherwise stated in this Policy:

- a if at the time of an event giving rise to a claim there is any other insurance effected by or on behalf of the Insured applicable to such event, the liability of the Company shall be limited to a proportion of the loss equal to the proportion between (a) the relevant limit of indemnity under this insurance and (b) the aggregate of that limit and the relevant limits under any other insurances; and

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

### 6 Arbitration

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

### 7 Option to Rebuild

The Company may at its option rebuild or restore the Buildings destroyed or portions damaged but it is not bound to rebuild or restore the property exactly or completely and only as circumstances permit. The Insured will give the Company all plans, documents, books and information at their own expense that the Company may reasonably require to carry out this work.

# General Exclusions

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

## This Policy does not cover:

### 1 Radioactive Contamination

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

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

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

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

### 2 Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 Fines

Fines, penalties, punitive or exemplary damages or liquidated damages.

### 4 War Government Action and Terrorism (not applicable to Section 4 – Property Owners' Liability, Section 4a – Legionellosis, Section 4b – Financial Loss and Section 5 – Employers' Liability)

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:

- a War, Government Action or Terrorism; or
- b civil commotion in Northern Ireland.

For the purpose of this Exclusion

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

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

**Terrorism** shall mean any act or acts (whether threatened or actual) of any person or persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

### Liability Provision

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy the Company will indemnify the Insured under the Employers' Liability Section of this policy provided that, in respect of any one Occurrence (as defined in Section 5) or series of Occurrences arising directly out of the same originating cause, the Company's liability in respect of all legal liability, costs and expenses (including interest thereon) directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000.

**5 War and Government Action**  
**(only applicable to Section 4 – Property Owners' Liability, Section 4a – Legionellosis, Section 4b – Financial Loss and Section 5 – Employers' Liability)**

This Policy does not cover any legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War or Government Action.

For the purpose of this Exclusion

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

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

**6 Computer Virus and Hacking**  
**(not applicable to Section 4 – Property Owners' Liability, Section 4a – Legionellosis, Section 4b – Financial Loss and Section 5 – Employers' Liability)**

This Policy does not cover:

- a** Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking; or
- b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from a Defined Peril as defined below

For the purpose of this Exclusion

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. The definition of Virus or Similar

Mechanism includes but is not limited to trojan horses, worms and logic bombs.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether the property of the Insured or not.

**7 Pollution and Contamination**  
**(not applicable to Section 4 – Property Owners' Liability, Section 4a – Legionellosis, Section 4b – Financial Loss and Section 5 – Employers' Liability)**

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

- a** pollution or contamination which itself results from a Defined Peril
- b** a Defined Peril which itself results from pollution or contamination

For the purpose of Exclusions 6 and 7, Defined Perils shall mean:

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

# Section 1: Buildings

## Definitions

The definitions which apply to this Section are in addition to the General Definitions and are as follows.

### Contents

Fixtures and fittings not forming a permanent part of the Building, furniture, furnishings, utensils and domestic appliances excluding:

- a stock and materials in trade;
- b money, securities, deeds, bonds or documents of any description;
- c business books, plans, specifications and computer records;
- d jewellery, watches, furs, precious metals, precious stones or articles made from them;
- e curios, works of art, antiques, sculptures; or
- f property more specifically insured;

all being the property of the Insured or for which they are responsible and situate at the Location.

### Communal Contents

Contents in the common parts of the Buildings.

### Services

Telephone cables, computer cables, television cables, electricity cables, gas piping, water mains, drains sewers and the accessories to all these providing services to or from the Buildings and for which the Insured are responsible.

### Stipulations

European Union legislation or building regulations or public authority or other statutory requirements.

### Cover

The Company will indemnify the Insured in the event of Damage to the property described by each item in the Schedule arising from any of the following Perils as shown in the Schedule: and occurring during the Period of Insurance.

### Perils

#### 1 A Fire.

##### B Explosion.

##### C Lightning.

##### D Aircraft or other aerial devices or articles dropped therefrom.

#### 2 Earthquake

#### 3 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances excluding Damage arising from cessation of work.

#### 4 Malicious persons and acts of vandalism.

#### 5 Storm or flood excluding:

- a Damage attributable solely to change in the water table level;
- b Damage caused by frost;
- c Damage to fences and gates unless caused by falling trees or other items unless there is Damage to structural parts of the Buildings at the same time; or
- d Damage to trees, plants, shrubs and turf unless there is Damage to structural parts of the Buildings at the same time;

#### 6 Escape of water or oil from any tank apparatus pipe or appliance excluding

Damage arising from water discharged or leaking from an automatic sprinkler installation but including the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

#### 7 Impact by any mechanically propelled vehicle or any article falling therefrom or any animal.

#### 8 Escape of water from any automatic sprinkler installation excluding Damage arising from freezing in any Buildings which are empty, disused or unoccupied unless the installation is operational with the prior agreement of the Company.

#### 9 Theft or attempted theft excluding any loss which the Insured is able to recover from another source.

#### 10 Subsidence or ground heave of the site on which the Buildings stand or landslip excluding:

- a Damage arising from:
  - i the settlement or movement of made-up ground;
  - ii coastal or river erosion; or
  - iii normal settlement or bedding down of new structures;
 at the Location; or
- b Damage arising from:
  - i the construction, demolition, structural alteration or structural repair of any property; or
  - ii groundworks or excavation works;
 at the Location; or
- c Damage which commenced prior to the granting of cover with the Company under this Policy.

### 11 Accidental breakage of or damage to fixed glass or fixed sanitary ware

including the necessary and reasonable costs of boarding-up, temporary repairs, removal of debris and obstructions, removal or replacement of frames or alarm, foil lettering, painting, embossing, silvering or other ornamental work including neon and other fixed signs but excluding:

- a Damage to any glass flawed or broken at the commencement of this insurance;
- b dilapidated frames and framework;
- c Damage caused by adjustments, repairs, dismantling or erection of neon or other fixed signs or any part while removed from their normal working position;
- d mechanical or electrical fault or breakdown; or
- e scratching or chipping.

### 12 Any other accident

- a Damage by any of the causes expressly excluded from the Perils specified in paragraphs 1 to 11 above;
- b Damage arising from:
  - i Its own defective design or the use of faulty materials or faulty or defective workmanship on the part of the Insured or any of the Insured's employees; or
  - ii inherent vice, latent defects, gradual deterioration, wear and tear;

but this shall not exclude subsequent Damage which itself arises from a cause not otherwise excluded.

- c Damage arising from:
  - i corrosion, rust, wet or dry rot, marring, scratching, vermin, insects;
  - ii joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith; or
  - iii mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;

but this shall not exclude:

- i such Damage which itself arises from other Damage and is not otherwise excluded; or
- ii subsequent Damage which itself arises from a cause not otherwise excluded.

### d Damage arising from:

- i pollution or contamination unless arising from a sudden identifiable, unintended and unexpected cause which;
  - a occurs in its entirety at a specific moment in time and place during any one Period of Insurance; and
  - b is not otherwise excluded; or
- ii disappearance or unexplained loss.

### e Damage to:

- i any building or structure arising from its own collapse or cracking; or
- ii any property or structure in the course of construction or erection or undergoing structural alteration or structural repair or demolition.

## Basis of Settlement

In the event of Damage to the property insured under this Section one of the following basis of settlement shall apply:

### A Reinstatement

the cost of rebuilding being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts of other items specified) to a condition substantially the same as but not better or more extensive than their condition when new (if in the Schedule it is stated that Indemnity Basis A applies); or

### B Indemnity Value

the cost of rebuilding being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts of other items specified) to a condition substantially the same as but not better or more extensive than their condition when new less an appropriate reduction for wear and tear (if in the Schedule it is stated that Indemnity Basis B applies);

or

### Loss of Market Value

if the Insured elects not to rebuild or restore the Buildings (and the Company does not exercise its option to rebuild) the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired

At the discretion of the Company, the Buildings may be rebuilt or restored in any manner suitable for the Insured's requirements or be rebuilt upon another site subject to the liability of the Company not being increased.

### Limit of Liability

The maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item insured under this Section is the Sum Insured stated in the Schedule for such item, except that in respect of each item insured under this Section the insurance provided in respect of additional sprinkler costs and contract works is in addition to the Sum Insured on Buildings.

### Buildings awaiting Refurbishment, Redevelopment or Renovation

If at the time of the Damage any Buildings are awaiting refurbishment, redevelopment or renovation the Company shall not be liable for any costs that would have been incurred by the Insured in the absence of such Damage.

### Extensions

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

#### A Adjacent Property Damage

If a building not the responsibility of the Insured but adjacent to any Buildings insured under this Policy suffers Damage by any of the Perils and that building is not repaired or reinstated because there is no valid insurance in force for any reason, the Company will pay the cost or additional cost of rebuilding or restoring or making safe the Insured's own Building to comply with any Stipulations or to restore the structural waterproofing or weatherproofing integrity of the building.

The insurance provided under Section 2 also extends to include losses arising in consequence of such uninsured Damage.

If any such Buildings insured were offered for sale on the open market prior to the Damage and which are subsequently sold the Company will instead pay any reduction in the sale price due solely as a result of such Damage. The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors approved by both the Insured and the Company and shall not exceed the cost of restoration or making good described above.

The Company's liability under this Extension is limited to £150,000 any one Location.

#### B Contractor's Interest

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

#### C Contract Works

The insurance by each item on Section 1 of the Policy includes any contract works and unfixed goods and materials introduced to the site of the Buildings for the purposes of alterations or improvements to the Buildings for which the Insured is responsible, subject to the contract price not exceeding £50,000 excluding VAT and subject to an overall limit of £100,000 for all losses or series of losses arising directly from the same originating cause. The cover excludes the first £250 of each and every loss.

#### D Debris Removal and Associated Costs

The Company will pay the costs involved in:

- a securing, shoring up, boarding up, weatherproofing or propping Buildings to make them safe;
- b dismantling, demolishing and removing debris;
- c clearing, cleaning and repairing Services; and
- d cleaning up pollution or contamination of the Buildings or the site on which the Buildings stand, excluding pollution or contamination which existed prior to the Damage and subject to the Company's liability for such costs not exceeding £500,000 any one cause and in the aggregate in any one Period of Insurance

but excluding any costs or expenses incurred in removing debris from outside the site of the Location other than from the drains or the surface area immediately adjacent to the perimeter of the Location.

#### E Diminution in Value

If a building not the responsibility of the Insured but in the vicinity of any Buildings insured under this Policy suffers Damage by any of the Perils and the Buildings insured were offered for sale on the open market prior to the Damage and are subsequently sold at a reduced price, the Company will pay any reduction in the sale price due solely as a result of such Damage. The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors approved by both the Insured and the Company.

The Company's liability under this Extension is limited to £100,000 for all losses or series of losses arising directly from the same originating cause.

#### **F European Union and Public Authorities Early Funding of Requirements**

The Company will pay the interest charges necessarily and reasonably incurred by the Insured solely to provide the balance of any pre-existing funds set aside for the purpose of financing the full cost of compliance with any Stipulations provided that:

- a** as a result of the Damage the Insured is prematurely required to implement the Stipulations at the time of reinstatement;
- b** the liability of the Company shall exclude that proportion of interest charges incurred in the funding of any part of the additional cost which should have been provided for prior to the Damage but for which no funds have been set aside; and
- c** the liability of the Company under this extension for all losses or series of losses arising out of the same originating cause shall not exceed 5% of the Sum Insured on the Buildings suffering the Damage.

#### **G European Union and Public Authorities Stipulations**

The Company will pay such additional cost of rebuilding or repair as may be incurred with the Company's consent in complying with Stipulations first imposed upon the Insured following the Damage in respect of both damaged and undamaged portions of the Buildings but excluding costs incurred in complying with Stipulations in respect of Damage which occurred prior to the granting of cover by the Company.

The Company's liability in respect of the cost of complying with Stipulations relating to the undamaged portions of the Buildings (other than the foundations) is limited to 5% of the amount the Company would have been liable to pay to reinstate the Buildings had it been wholly destroyed.

The Company shall not be liable for any rate tax duty development or other charge or assessment that may arise out of capital appreciation as a result of complying with any of the Stipulations.

#### **H Exhibitions and Models**

The insurance provided for items on Buildings extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any Location and which have suffered Damage provided that:

- a** such equipment is the property of the Insured or the Insured has accepted responsibility for the equipment at the time of Damage; and

- b** no other more specific insurance has been arranged.

The liability of the Company in respect of this Extension shall not exceed £10,000 for all losses or series of losses arising directly from the same originating cause.

#### **I Extinguishment and Alarm Resetting Expenses**

The Company will pay the reasonable costs incurred by the Insured following Damage with the Company's consent in:

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

The liability of the Company in respect of this Extension shall not exceed £5,000 for all losses or series of losses arising directly from the same originating cause.

#### **J Fly Tipping**

The insurance on Buildings extends to include the reasonable costs of clearing and removing any property illegally deposited in or around the Location subject to the Company's liability not exceeding £1,000 for all losses or series of losses arising directly from the same originating cause and £10,000 in the aggregate in any Period of Insurance and excluding the first £500 of each and every loss.

#### **K Frustrated Legal Costs**

If the sale of any Buildings insured is aborted solely in consequence of Damage by any of the Perils, the Policy extends to include the actual loss sustained by the Insured in respect of legal costs and expenses incurred or subsequently incurred solely as a consequence of the cancellation of the sale as a result of Damage.

The liability of the Company in respect of this Extension shall not exceed £10,000 in the aggregate in any one Period of Insurance.

## L Frustration of Reinstatement

If rebuilding or restoration of the Buildings is frustrated by the refusal of the authority responsible for granting planning permission to allow a building of the same size and/or use, the Company will pay the cost of constructing a building to the extent permitted by the planning authority plus any reduction in the market value of the Insured's interest in the land and Buildings solely as a result of Damage immediately following agreement by the Company that such frustration is unavoidable plus any capital sums legally payable by the Insured to any lessees under the terms of the lease or otherwise in consequence of such frustration, provided that the Insured:

- a have made every effort to regain the original planning consent; and
- b shall not have nor had any reason to be aware of Stipulations which could result in the Buildings not being repaired or restored in their original form.

Where any payment made by the Company includes any capital sum for loss of market value the amount payable shall be reduced to take account of any compensation payable or allowance made to the Insured as a result of such refusal. The liability of the Company under this Extension is limited to the Sum Insured shown in the Schedule against Buildings plus £500,000.

## M 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 Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such Damage has occurred.

The Company will pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity owned or leased by them for which they are responsible have suffered Damage in the same incident as that causing Damage to the Building but only if such Buildings are subsequently found to have suffered such Damage for which the Company are liable.

## N Garden Squares

The insurance on Buildings extends to include trees, shrubs, plants, turf, ponds, lakes, fountains, landscaping, garden furniture, ornaments, statues and gardening equipment forming part of any garden square owned by the Insured and not more specifically insured.

The liability of the Company in respect of this Extension shall not exceed £10,000 in the aggregate in any one Period of Insurance.

## O Insurance Premiums and Technical Agents' Fees

The Company will pay premiums necessarily and reasonably incurred by the Insured following Damage in arranging contract works policies with the Company or in continuing any pre-existing latent defects policies including the cost of technical agents' fees necessarily and reasonably incurred by the Insured in continuing any pre-existing latent defects policies.

## P Land Not Otherwise Insured

The insurance by this Policy extends to indemnify the Insured for Damage by any of the Perils to Land (meaning land not more specifically insured) for which the Insured is responsible.

The Company will pay the costs incurred in restoring the Land to a condition and appearance substantially the same as its condition and appearance immediately before the Damage or if the Insured elects not to restore the Land the Company will pay the loss of market value being the reduction in the market value of the Land immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Land been restored.

The liability of the Company under this Extension shall not exceed £250,000 for all losses or series of losses arising directly from the same originating cause.

## Q Landscaping

The Company will pay the cost incurred following Damage in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established.

## R Loss of or Duplication of Keys

The Company will pay the reasonable cost of replacement locks and Keys in respect of doors and windows for which the Insured is responsible and which are necessary to maintain the security of the Location:

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

subject to the Company's liability not exceeding £15,000 for all losses or series of losses arising directly from the same originating cause.

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

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



### S Metered Water, Electricity and Gas Charges

The Company will pay costs incurred by the Insured for loss of metered water, electricity or gas as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage, subject to the Company's liability not exceeding £25,000 for all losses or series of losses arising directly from the same originating cause.

### T Preservation of Undamaged Property

The Company will pay costs necessarily and reasonably incurred by the Insured with the Company's consent in dismantling and/or moving undamaged portions of any property insured within or to and from alternative premises for safekeeping.

### U Professional Fees

The cost of professional fees reasonably and necessarily incurred in the rebuilding or repair of the Buildings, which shall only include the reasonable fees of managing agents incurred with the consent of the Company when:

- a they are in respect of work of benefit to the Company;
- b they relate to work which is necessary for repair or reinstatement of Buildings; and
- c they have been agreed with the Company in advance

but shall not include fees which are incurred as part of the managing agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim.

### V Reinstatement to Match

Where Buildings have suffered Damage the Insured may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration of such property shall not for the purposes of this Policy be regarded as being better or more extensive than when new. This Policy further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored, provided that the Company's total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

### W Removal of Insect Nests

The insurance by this Policy is extended to include the costs incurred by the Insured in removing wasp, bee, hornet or other harmful insect nests from Buildings insured by this Policy subject to the liability of the Company not exceeding £500 for all losses or series of losses arising directly from the same originating cause.

### X Removal of Tenants' Debris

The Company will pay costs necessarily and reasonably incurred by the Insured following Damage in respect of tenants' debris subject to such costs being agreed with the Company's consent and not otherwise recoverable by the Insured subject to the liability of the Company not exceeding £25,000 for all losses or series of losses arising directly from the same originating cause.

### Y Removal of Vermin

The insurance by this Policy is extended to include the reasonable costs incurred by the Insured where they are required by a local authority or similar body to have vermin removed from any Buildings insured by this Policy subject to the liability of the Company not exceeding £500 for all losses or series of losses arising directly from the same originating cause.

### Z Sprinkler Costs

The Company will pay the additional costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules solely as imposed upon the Insured by the Company following Damage to the Buildings, provided that at the time of Damage the installation conformed to either the 28th or 29th Edition Rules or the Rules for Automatic Sprinkler Installations as issued by the Loss Prevention Council and current at the time of installation but did not conform to subsequent amendments to those Rules.

### AA Temporary Removal

The insurance is extended to include any parts of the Buildings temporarily removed for cleaning renovation or repair or display or similar purposes but only to the extent that they are not otherwise insured.

### AB Trace and Access

The Company will pay the reasonable costs necessarily incurred by the Insured in locating the source and subsequently making good any Damage resulting from:

- a the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation; or
- b accidental damage to cables, underground pipes and drains serving the Location.

The Company at its discretion, may take the option to re-route the pipework from which the escape of water has occurred

The liability of the Company under this Extension shall not exceed £25,000 for all losses or series of losses arising directly from the same originating cause.

### AC Unauthorised Use of Electricity, Gas, Water or Oil

The Company will pay the cost of metered electricity, gas, water or oil for which the Insured is legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Location without the Insured's authority subject to the Company's liability not exceeding £10,000 for all losses or series of losses arising directly from the same originating cause and only if the Location has been inspected weekly by a responsible person on behalf of the Insured and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

### AD Further Extensions

Certain further Extensions apply to this Section as stated under Sections 1 and 2 (Supplemental), of this Policy.

## Conditions

The following Conditions apply to this Section:

### A Buildings awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition, the liability of the Company shall be limited to the additional cost of removing debris as detailed in the Debris Removal and Associated Costs Extension that is incurred by the Insured solely as a result of such Damage.

### B Designation of Property

For the purpose of determining whether any item falls within the definition of Buildings, the Company will accept the designation under which such property has been entered in the Insured's books or which has been used by the Insured in computing the Sums Insured. All items for which the Insured is responsible under the terms of the lease between the Insured and lessee are also accepted as

falling within the definition of Buildings.

### C Non Invalidation

Mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of Damage resulting from any alteration, act or omission by any mortgagors, lessees or occupiers provided such increase in risk is without their prior knowledge or authority and that the Company are notified immediately they become aware of such increase in risk and the Insured pays any additional premium required.

### D Seventy Two Hour Provision

In respect of Perils 5, 6 and 8 only Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss under the Policy for the purpose of the payment of any excess for which the Company shall not be liable.

### E Underinsurance Condition

If the total of the Declared Values for all Buildings insured is less than the total of the Day One Rebuilding Values then the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the total Declared Value on Buildings bears to the total of the Day One Rebuilding Values.

### Definitions applicable to this Condition

Day One Rebuilding Value:

The total of the costs applying at the commencement of the Period of Insurance in rebuilding the Buildings to a condition substantially the same as their condition when new, including allowances for the Stipulations Debris Removal and Associated Costs and Professional Fees or if in the Schedule it is stated that the Indemnity Basis B (as set out in Section 1, Basis of Settlement) applies, after an appropriate deduction for wear and tear.

Declared Value:

The base value shown in brackets by or below the Sum Insured, such value excluding any provision for inflation.

Where the Day One Rebuilding Value of a Building has been set in accordance with a valuation carried out by an accredited member of the Royal Institute of Chartered Surveyors (RICS) within 5 years prior to the date of Damage and updated annually in-between in accordance with the recommendation of an accredited RICS member this Condition shall not apply.

### F Further Conditions

Certain further Conditions apply to this Section as stated under Sections 1 and 2 (Supplemental), of this Policy.

# Section 2: Loss of Rent

## Definitions

The definitions which apply to this Section are in addition to the General Definitions and are as follows.

### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period during which the Rent receivable is affected as a result of the Damage.

### Maximum Indemnity Period

The number of months stated in the Schedule unless amended elsewhere in this Section.

### Rent

Rent including turnover rent, service charges (unless service charges are insured by a separate item) and revenue from advertising space, paid or payable to the Insured in respect of the letting of Locations specified in the Schedule.

## Cover

In the event that a Location suffers Damage caused by any of the Perils insured under Section 1 of this Policy the Company will indemnify the Insured for the following in respect of Buildings which have suffered Damage caused by such Perils:

### A Loss of Rent

- a** the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage less any savings that result from reduced costs and expenses during the same period and less any Rent received from the provision of alternative accommodation;
- b** the cost of re-letting  
the legal and other costs necessarily and reasonably incurred with the Company's prior consent during the Indemnity Period in re-letting the Buildings solely in consequence of the Damage;
- c** the additional expenditure  
the expenditure necessarily and reasonably incurred with the Company's prior consent solely in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding 110% of the amount of the reduction avoided by such expenditure;
- d** the business rates  
the further expenditure including but not limited to business rates payable to public authorities necessarily and reasonably incurred by the Insured with the Company's prior consent solely in consequence of the Damage which would have been payable by lessees during the Indemnity Period;
- e** public relations expenditure  
the further additional expenditure in maintaining public relations whilst repairs are being carried out during the indemnity period necessarily and reasonably incurred with the Company's prior consent solely in consequence of the Damage;
- f** accelerated reinstatement expenditure  
the further additional expenditure necessarily and reasonably incurred with the Company's prior consent during the Indemnity Period solely in consequence of the Damage solely to avoid or minimise any loss of Rent not recoverable by the Insured under this or any other policy during the period of twelve months immediately after the expiry of the Indemnity Period but not exceeding the loss of Rent thereby avoided during that period of twelve months by the Insured; and
- g** the reasonable charges payable by the Insured and incurred with the prior consent of the Company during the Indemnity Period to:
  - i** their professional accountants for producing such information as may be required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts; and
  - ii** their lawyers for determining their contractual rights under any rent cesser clause or insurance break clause contained in any relevant lease
 but not for any other purpose in the preparation of any claim,  
except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Provision Rent – Blanket basis Clause.

The maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item on Loss of Rent insured under this Section is 200% of the Sum Insured stated in the Schedule for such item before any adjustment in accordance with the Underinsurance Provision Rent – Blanket basis Clause.

## B Additional Increased Cost of Working

The further expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent or to comply with lease or service obligations during the Indemnity Period. The maximum amount the Company will pay under this Cover B is the Sum Insured stated in the Schedule.

## C Advanced Rent

Rent which but for the Damage would have been receivable during the Indemnity Period in respect of buildings in the course of erection, redevelopment, refurbishment or fitting out for future occupation but not yet leased and which are not specifically insured elsewhere. The maximum amount the Company will pay under this Cover C is the Sum Insured stated in the Schedule.

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

## Extensions

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

### A Buildings Awaiting Letting at Commencement of Period of Insurance

If at the time of the Damage any Buildings referred to in the Schedule have been newly leased since commencement of the Period of Insurance but no Sum Insured on Loss of Rent has been allocated to the new tenancy, the insurance extends to include such Rent for a total sum not exceeding £250,000 per annum for a Maximum Indemnity Period of 24 months for all losses or series of losses arising directly from the same originating cause.

### B Contingency Rent Extensions for Landlords' Protection

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

#### a Denial of Access

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

- i occupied by terrorists or persons thought to be terrorists;
- ii unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;
- iii thought to contain or actually containing a harmful device, provided that the police are immediately informed; or
- iv closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing is due to the condition of the Buildings or the business carried on within the Buildings; the Insured or lessee's non-compliance with a prior order of the police or any statutory body; action taken as a result of drought or diseases or other hazards to health

Provided that:

- i the Company shall not be liable for loss arising from any cause within the control of the Insured or lessee or loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;
- ii the cover provided by items i of this Extension is not subject to General Exclusion 4 of this Policy in respect of terrorism; and
- iii where Denial of Access is caused by the threat of terrorism the Company's limit of liability is £100,000 for all losses or series of losses arising directly from the same originating cause;

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

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

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

Provided that:

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

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

- i** electricity at the terminal ends of the supply authority's service feeders at the Buildings;
- ii** gas at the supply authority's meters at the Buildings;
- iii** water at the supply authority's main stop cock serving the Buildings; or
- iv** land based telecommunications

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought.

**C Loss of Attraction**

The insurance by each item on Loss of Rent includes loss as insured caused by Damage to buildings or other property in the immediate vicinity of the Location which would have such an effect on the business carried on at the Location that:

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

subject to the Company's liability not exceeding £500,000 for all losses or series of losses arising directly from the same originating cause.

**D Loss of Attraction – Anchor Tenants**

If solely in consequence of Damage an anchor tenant vacates the Location by virtue of their lease agreement enabling them to do so this insurance shall include the loss of Rent following the insolvency of other tenants which can be attributable to a reduction in the number of customers attracted to the vicinity of the Location subject to a Maximum Indemnity Period of 12 months following the Damage.

**E Loss of Investment Income on Late Payment of Rent**

If solely in consequence of Damage the Company are paying indemnity under this Policy in respect of loss of Rent and the payment by the Company to the Insured is made later than the date upon which the Insured would normally have expected to receive the Rent from a lessee, the Company will pay a further sum representing the investment interest lost to the Insured during the delay period.

**F Managing Agents and Insured's Own Premises**

The insurance by each item on Loss of Rent includes loss as insured resulting solely from Damage by any of the Perils insured under Section 1 to buildings or other property at any location in the United Kingdom owned or occupied by the Insured or their managing agents for the purposes of their business in consequence of which Rent receivable by the Insured is reduced subject to the Company's liability not exceeding £500,000 for all losses or series of losses arising directly from the same originating cause.

## G Prevention of Access

The insurance by each item on Loss of Rent includes loss as insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of an occurrence any of the Perils insured under Section 1 in the immediate vicinity of the Buildings subject to the Company's liability not exceeding £1,000,000 for all losses or series of losses arising directly from the same originating cause.

## H Shortfall in Rent Following Review

If during the Indemnity Period the Insured is precluded from exercising their right to implement a rent review under the terms of a lease then the Company will pay in respect of the Buildings which have suffered Damage the loss of projected increase in rent being the amount of the actual shortfall in rent solely in consequence of the Damage that would otherwise have been receivable had that rent review been implemented from the expiry of the Indemnity Period until the date of the next subsequent rent review but in no case exceeding sixty months.

## I Stepped Rent

If during the Indemnity Period and as a result of Damage by any of the Perils insured under Section 1 the Insured is precluded from exercising their right to receive the full rental income that they would have received but for a stepped rent clause in the lease the Company will pay the actual loss of Rent sustained in respect of the Buildings which have suffered the Damage.

## J Turnover Rent (Future Reviews)

If in consequence of Damage by any of the Perils insured under Section 1 any lessee suffers a reduction in the turnover of their business and solely in consequence of this there is a reduction in the Rent receivable by the Insured during the period commencing from the date of the next rent review subsequent to the Damage the Company will pay to the Insured the actual amount of the reduction in Rent solely in consequence of the Damage up to a maximum indemnity Period of 24 months from that date.

## K Further Extensions

Certain further Extensions apply to this Section as stated under Sections 1 and 2 (Supplemental), of this Policy.

## Conditions

The following Conditions apply to this Section:

### A Break Clauses

This insurance shall not be prejudiced by any insurance or casualty break clause in a lease that enables a lessee to determine the lease in the event of Damage.

### B Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Buildings or shall have accepted an offer in writing to purchase their interest in the Buildings subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, provided that the Insured shall make all reasonable efforts to complete the sale of the Buildings as soon as practicable after the Damage, the Insured may opt for the amount payable by the Company to be:

- a** during the period prior to the date upon which but for the Damage the Buildings would have been sold; the loss of Rent being:
  - the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage; or
- b** during the period commencing with the date upon which but for the Damage the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Maximum Indemnity Period if earlier; the loss in respect of interest being:
  - i** the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business the rate of interest not to be more than 4% above the London Interbank offered rate applying during the Indemnity Period; and
  - ii** the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under **i**)
 less any amount receivable in respect of Rent;
- c** the additional expenditure being:
  - i** the expenditure necessarily and reasonably incurred solely in consequence of the Damage solely to avoid or minimise the loss payable under **a** or **b** immediately above but not exceeding the amount of loss avoided by such expenditure; and

- ii the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less for all losses or series of losses arising directly from the same originating cause except:
  - a the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured; and
  - b in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Provision Rent – Blanket basis Clause

provided that the maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item on Loss of Rent insured under this Section is 200% of the Sum Insured stated in the Schedule for such item before any adjustment in accordance with the Underinsurance Provision Rent – Blanket basis Clause.

### C Payments on Account

Payments on account will be made to the Insured in respect of claims for loss of Rent on the date upon which but for the Damage the Rent would have been due from the lessee unless the claim is under investigation by the Company.

### D Rent Free Period

If at the date of the Damage any Building insured by this Policy is subject to a 'Rent Free Period' concession under the terms of the lease then the Maximum Indemnity Period stated in the Schedule shall be adjusted by adding to the number of months/years shown in the Schedule as the remaining balance of such 'Rent Free Period' subject to allowance for the actual future Rent having been included in the Day One Rental Value and subject to the amount added not exceeding twenty-four months.

### E Further Conditions

Certain further Conditions apply to this Section as stated under Sections 1 and 2 (Supplemental), of this Policy.

## Clauses

The following Clauses apply to this Section:

### 1 Material Damage Proviso – Applicable separately to each Item

This insurance shall not apply in respect of any item on Loss of Rent unless at the time of the Damage there is in force an insurance covering the interest of the Insured in the Buildings where the Damage has occurred and:

- a payment shall have been made or liability admitted under such insurance; or
- b payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount

except that this clause shall not apply in respect of any item on Loss of Rent where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements.

### 2 Underinsurance Provision Rent - Blanket basis

If at the time Damage occurs the total Sum Insured on Loss of Rent is less than the Day One Rental Value the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Sum Insured bears to the Day One Rental Value.

### Day One Rental Value

The actual annual Rent at the commencement of the Period of Insurance including reasonable estimated allowances for any turnover rent and/or service charges if insured which shall be proportionately increased if the Indemnity Period exceeds 12 months.

If no rent is being received at the commencement of the Period of Insurance the Day One Rental Value shall be deemed to be the estimated market rent or if there is a rent free period it shall be deemed to be the actual annual Rent that applies from the date immediately after the rent free period ceases.

# Sections 1 and 2: (Supplemental)

The following are applicable to the Sections stated.

## Extensions

In respect of Section 1: Buildings and Section 2: Loss of Rent, of this Policy, the following further Extensions apply. These Optional Extensions are only insured if shown as operative in the Schedule.

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

### A Automatic Cover - Newly Acquired/Newly Completed Redeveloped or Refurbished Properties

This insurance is extended to include cover:

- a from the date of exchange of contracts for premises newly acquired by the Insured;
- or
- b from the date of practical completion for premises previously insured under a construction policy within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands to the extent that the Insured's interest is not protected by any other more specific insurance.

Provided that:

- i as soon as reasonably practicable the Insured shall notify the Company in writing of each premises and arrange specific cover with the Company;
- ii the cover under this Extension shall operate for a maximum period of 30 days from the date set out in a or b above, as applicable;
- iii this insurance shall not apply in respect of any cause or cover otherwise excluded from these Sections of the Policy;
- iv the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises;
- v in respect of any premises purchased for refurbishment or redevelopment, Indemnity Basis B (as set out in Section 1 Basis of Settlement) shall apply in respect of Buildings and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Buildings; and
- vi the insurance under this extension shall be subject to all the terms Conditions and Exclusions of the Policy.

### B Inadvertent Omission to Insure

The insurance is extended to include any premises in the United Kingdom which the Insured own or which they are responsible to insure:

- a which the Insured has inadvertently failed to insure under this Policy or any other policy; or
- b which the Insured has inadvertently failed to insure against all the Perils by Section 1 of the Policy but the cover under this Extension in respect of premises under b is restricted to loss caused by the Perils which the Insured has failed to insure against.

Provided that:

- i immediately on becoming aware of:
  - a any premises not insured under a above the Insured shall arrange insurance with the Company with effect from inception of this Policy or any policy this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later; or
  - b any premises not insured for all the Perils by this Policy under b above the Insured shall arrange insurance for the uninsured Perils with effect from inception of this Policy or any policy this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later;
- ii this Extension shall not apply to any premises covered under Automatic Cover – Newly Acquired/Newly Completed Redeveloped or Refurbished Properties Extension;
- iii the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one Location;
- iv in respect of any premises purchased for refurbishment or redevelopment cover is limited to Indemnity Basis B (as set out in Section 1 Basis of Settlement) and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Buildings; and
- v the insurance under this Extension shall be subject to all the terms Conditions and Exclusions of the Policy.



### C Privity of Contract

The insurance is extended to provide indemnity to the Insured:

- a** against legal liability as former landlord or tenant to any landlord or tenant to insure repair or reinstate Damage to Premises which:
  - i** arises from a breach by any subsequent landlord or tenant of its obligations under a lease to insure repair or reinstate Damage to the Premises such that the Insured is also thereby in breach of those obligations; and
  - ii** arises out of any claim which is first made in writing to the Insured during any Period of Insurance and notified to the Company during or within 30 days after expiry of the Period of Insurance;
- b** against legal liability for claimant's costs and expenses in connection with **a** above; and
- c** in respect of:
  - i** costs of legal representation at proceedings in any court arising out of any occurrence specified in **a** above which may be the subject of indemnity under this Extension; and
  - ii** all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **a** above

incurred with the Company's written consent.

Provided that:

- i** the indemnity shall not apply to legal liability arising out of any cause happening before the Retroactive Date shown in the Schedule;
- ii** the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises; and
- iii** notwithstanding proviso **i** above in no case shall the liability of the Company exceed the lesser of:
  - a** the difference between:
    - 1** the amount payable under any insurance effected by any other landlord, former landlord, tenant, former tenant or any other insurance of this type; and
    - 2** the total cost of insurance repairs or reinstatement as provided by this Policy
 except in cases which fall within **b** below;

**b** the difference between:

- 1** the amount payable under any insurance effected by any other landlord, former landlord, tenant, former tenant or any other insurance of this type; and
  - 2** the amount payable by Indemnity Basis B (as set out in Section 1 Basis of Settlement) if at the date of the occurrence or event giving rise to such liability the premises is intended for renovation, refurbishment or redevelopment;
- c** in either of **a** or **b** above the Company's rateable portion of the Damage calculated according to the number of persons (whether or not insured) who have at the time held or who hold the reversion of the lease of the premises;
  - iv** the Insured must take all reasonable steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the premises following disposal; and
  - v** the insurance under this Extension, shall be subject to all the terms Conditions and Exclusions of the Policy.

For the purposes of this Extension premises shall mean Buildings of which the Insured was previously the landlord but no longer the landlord at the date of occurrence or event giving rise to such liability.

### D Third Party Failure to Insure

The insurance provided by Section 1 of this Policy extends to include any premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands owned or leased by the Insured which by virtue of lease requirements are required to be insured by another party and where that party has:

- a** failed to insure against all the Perils insured by this Policy; or
  - b** failed to insure for a sufficient amount to provide for reinstatement of the Buildings and/or for loss of Rent as specified in the lease; or
  - c** invalidated the Policy or the claim
- provided that:
- i** immediately on becoming aware of:
    - a** any premises not insured for all the Perils insured by this Policy the Insured shall arrange insurance for the uninsured Perils;

- b any premises not insured for a sufficient amount to provide for reinstatement of the Buildings and/or loss of Rent as specified in the lease the Insured shall arrange insurance for the reinstatement of the Buildings and/or loss of Rent as specified; and
- c any facts or circumstances that might invalidate the Policy or a claim the Insured shall notify the Company accordingly;
- ii this Extension shall not apply to any premises covered under the Automatic Cover or Inadvertent Omission to Insure clauses and in respect of premises under i above shall apply only for the Perils not insured by the third party's policy;
- iii the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises but in no case shall the liability of the Company exceed:
  - a the difference between the amount payable under any insurance effected by the third party or any other insurance on the premises and the total cost of reinstatement and loss of Rent as provided by this Policy; or
  - b the value of the Insured's interest in the premises; whichever is less;
- iv there shall be in force at the time of Damage a valid and enforceable lease requiring the property to be insured against some or all of the Perils insured hereby;
- v the Insured has procedures in place to ensure that the third party effects and maintains adequate insurance and wherever possible the Insured's interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking; and
- iv the insurance under this provision shall be subject to all the terms, conditions and exclusions of the Policy with the exception of paragraphs a and b of Claims Condition 4 (Subrogation).

## Conditions

**In respect of Section 1: Buildings and Section 2: Loss of Rent, of this Policy, the following further Conditions apply.**

### A Alterations and Additions to the Location including partial refurbishments and fit-outs

In the event that alterations or additions to the Location are effected during the Period of Insurance and are not more specifically insured, the following increases in cover shall apply from practical completion of the work until the expiry of the Period of Insurance<sup>52</sup> immediately following such completion.

#### Buildings

The Declared Value and Sum Insured shall each be increased by such percentage as represents the value of the alterations or additions not exceeding either 10% of the Declared Value or Sum Insured (as applicable) or £1,000,000 whichever is the less.

#### Rent

If the Rent is to increase following completion of the alterations or additions the Company's liability shall be increased by the anticipated amount of the additional Rent for the Indemnity Period insured not exceeding either 10% of the Sum Insured in respect of the Rent or £250,000 whichever is the less.

### B Automatic Reinstatement of Sum Insured

In the absence of written notice by the Company or the Insured to the contrary within 30 days of the notification of any Damage, the Sums Insured by this insurance will not be reduced by the amount of any loss subject to the Insured paying any appropriate additional premium on the amount of the loss.

### C Contracting Purchaser's Interest

If at the time of any insured Damage the Insured shall have exchanged contracts (or missives concluded) to sell their interest in any Building insured the purchaser shall, with the written consent of the Insured, be included as a co-insured in the Schedule to the Policy from the date of exchange (or conclusion of missives) and shall be entitled to the benefit of the insurance on Sections 1 and 2 under this Policy in respect of such Damage. This Condition shall only apply if the purchase is subsequently completed and if the Buildings and Rent are not otherwise insured at the time of the loss by the purchaser or on their behalf.

In respect of insurance on Rent, where Damage has occurred prior to exchange of contracts (or conclusion of missives) and the purchase is subsequently completed, the purchaser shall, with the consent of the Insured, be entitled on completion of the purchase to the benefit of the Rent insurance to the same extent as the Insured would have if the Building had not been sold.

#### **D General Interest Condition**

The interests of freeholders, lessees, under-lessees, assignees and/or mortgagees of property insured by this Policy are noted in the insurance provided by the Policy subject to their names being disclosed to the Company by the Insured in the event of any claim arising.

#### **E Rent of Residential Property**

In the event that Buildings occupied solely or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this insurance extends to include such loss of Rent suffered by the Insured or any lessee including the cost of re-letting and any additional expenditure as detailed above.

For the purposes of the cover by this Condition:

- a** Indemnity Period shall mean the period from the date of the Damage for which the Company shall be liable to pay any loss and the Maximum Indemnity Period shall be 36 months; and
- b** the Underinsurance Provision Rent – Blanket basis Clause is deleted.

This Condition will alternatively indemnify the Insured in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

The Company's liability under this Condition shall not exceed 35% of the Sum Insured or declared value which ever is the lesser applicable to the residential building or residential portion of the building concerned unless stated otherwise in the Schedule applicable to the residential building.

The indemnity under this Condition is subject to any lessee taking all reasonable measures to ensure that any loss is mitigated. If any claim on this extension is in any respect fraudulent or if fraudulent means are used by any lessee then all benefit under this extension shall be forfeited in respect of the lessee.

#### **F Emergency Accommodation**

The Company will pay for the reasonable costs incurred for short term residential accommodation by the tenant or lessee with the Company's prior consent;

- a** following Damage to the premises that renders any flat uninhabitable  
or
- b** caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of an occurrence any of the Perils insured under Section 1 in the immediate vicinity of the Buildings

The Company's liability under this Condition is limited to no more than 7 nights residential accommodation and a maximum cost of £150 per night for each tenant or lessee.

# Section 3: Terrorism

## Definitions

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

### 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. This includes, but is 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.

### Hacking

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

### Private Individual

Any person other than a:

- 1 company, association or partnership;
- 2 trustee or body of trustees where insurance is arranged under the terms of a trust;
- 3 person who owns Residential Property for the purpose of a business as a sole trader; or
- 4 person who owns Residential Property of which in excess of 20 per cent is commercially Occupied;

### Where

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

### Residential Property

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

## Terrorism

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

### Treasury

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

### 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 includes but is not limited to Trojan horses worms and logic bombs.

## Cover

- 1 The insurance by Section 1: Buildings is extended to include Damage to the property insured there under located in England and Wales and Scotland (but this shall not include the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) occasioned by or happening through or in consequence of Terrorism as defined above, but only where such Terrorism cover is shown as operative in the Schedule.
- 2 The insurance by Section 2: Loss of Rent is extended to include loss consequent on interruption to or interference with the Business resulting from Damage to property insured under Section 1: Buildings, occasioned by or happening through or in consequence of Terrorism as defined above, but only where such cover is shown as operative in the Schedule.

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

## Conditions

### The following Conditions apply to this Section.

- A** The Company will not indemnify the Insured unless and until:
  - a** the Treasury issues a certificate certifying that any Damage or resulting loss or expense or other costs either directly or indirectly was caused by Terrorism; or
  - b** in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between the Company and Pool Reinsurance Company Limited decides that the cause of such loss was due to Terrorism.
- B** If in relation to any claim the Insured failed to fulfil any of the following, the Insured will lose their right to indemnity or payment for that claim:
  - a** the Insured must declare to the Company all property and/or premises owned by the Insured, or for which the Insured is responsible, including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance; and
  - b** the Insured must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
- b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack;
- 4** subject to the exclusion of Damage to Residential Property insured in the name of a Private Individual; or
- 5** subject otherwise to all the terms and conditions of this Policy except that any Long Term Agreement applying to this Policy shall not apply to the insurance effected by this Section.

## Exclusions

### Provided always that the insurance effected by this Section is:

- 1** not subject to any of the exclusions of this Policy other than war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 2** subject to the exclusion of riot or civil commotion;
- 3** subject to the exclusion of digital or cyber risks, that is any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - a** Damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) 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

# Section 4: Property Owners' Liability

## Definitions

The definitions which apply to this Section are in addition to the General Definitions and are as follows.

### Bodily Injury

Bodily injury which shall include death, disease or illness.

### Business

For the purpose of this Section only the General Definition of Business is extended to include:

- a the ownership, repair, maintenance and decoration of the Locations;
- b private work undertaken by any Employee with the Insured's consent for any director or partner of the Insured; and
- c the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Craft

Any craft or thing made or intended to float on or in or travel through water, air or space.

### Indemnity Limit

The Company's liability under this Section payable in respect of any one Occurrence or series of Occurrences arising directly from the same originating cause shall not exceed the Indemnity Limit stated in the Schedule.

### Occurrences

- 1 accidental Bodily Injury to any person;
- 2 Damage to material property;
- 3 obstruction, trespass, nuisance or interference with any easement of air, light, water or way;
- 4 wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

occurring during the Period of Insurance and happening in connection with the Business.

### Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Territorial Limits

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

## Cover

The Company will subject to the Indemnity Limit indemnify the Insured against:

- 1 a all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b claimants' costs and expenses if the Insured is ordered to pay them or they are paid with the Company's written consent
 in respect of an Occurrence;
- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section.

## Extensions

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

### A Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

- a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;

- c the Company must consent in writing to the appointment of any solicitor or counsel acting on behalf of the Insured;
- d the Insured shall immediately notify the Company of receipt of any summons or other process served upon the Insured which may give rise to proceedings arising from the cover under this Extension;
- e before the Company consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

Any information in support of this assertion requested by the Company shall be supplied by the Insured.

It is understood the Company will have no liability under this Extension:

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

## B Contingent Motor

Notwithstanding Exclusion 8 under this Section the indemnity provided by this Section extends to indemnify the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle which is not the property of nor provided by the Insured.

Provided that the Company shall not be liable:

- a for loss, destruction or damage to such vehicle or any property contained therein;
- b whilst such vehicle is being driven by the Insured;
- c whilst such vehicle is being driven with the consent of the Insured by any person who does not hold a licence to drive such vehicle;
- d for legal liability for which the Insured is entitled to indemnity under any other insurance; or
- e for legal liability arising outside the Territorial Limits.

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

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay prosecution costs awarded for which the Insured is legally liable and any costs incurred with the Company's written consent in appealing against any judgment given under such Act Before the Company consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

Any information in support of this assertion requested by the Company shall be supplied by the Insured.

Provided that this indemnity shall not apply to the payment of fines or penalties.

## D Member to Member Liability

The indemnity provided by this Section is extended to indemnify any member of the Insured's sports or social organisations in respect of legal liability for accidental Bodily Injury or Damage to material property sustained by fellow members of such organisations while engaged in the activities of such organisations.

## E Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

- a the Company shall retain sole conduct and control of any claim; and
- b the principal shall observe fulfil and be subject to the terms, Conditions, Exclusions and limits of this Section in so far as they can apply.

## F Indemnity to Others

The Insured shall also include:

- a** personal representatives of the Insured in the event of the death of the Insured but only in respect of legal liability incurred by the Insured; and
- b** the owner or lessee of any flat
- c** the management company owned by the landlord and/or renting tenants and/or leasehold or freehold occupiers
- d** the residents association
- e** if the Insured so requests:
  - i** any director or partner of the Insured or Employee while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured; and
  - ii** any officer or member of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms, conditions, Exclusions and limits applicable to this Section in so far as they can apply.

## G Leased or Rented Premises

Exclusion 4 of this Section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired to the Insured.

Provided that this indemnity shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

## H Defective Premises Act 1972

The Company will indemnify the Insured under this Section in respect of legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (or any replacement legislation) in connection with any business, premises or land disposed of by the Insured.

Provided that this Extension shall not apply to:

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

## I Overseas Personal Liability

The indemnity provided by this Section is extended to indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee or any family member accompanying them while temporarily outside the Territorial Limits in connection with the Business against legal liability as provided by this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

- a** to legal liability arising out of the ownership or tenure of any land or building; or
- b** where indemnity is provided by any other insurance.

## J Data Protection Act 1998

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against the sums which the Insured or any director or partner of the Insured or any Employee become(s) legally liable to pay as compensation under Section 13 of the Data Protection Act 1998 for damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is:

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

The total amount payable including all costs and expenses under this Extension in respect of all Occurrences during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i** 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;
- ii** any damage or distress caused by any act of fraud or dishonesty;
- iii** the costs and expenses of rectifying, rewriting or erasing data;
- iv** legal liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person; or
- v** the payment of fines or penalties.



**K Work Overseas**

The Indemnity provided under this Section shall extend to apply:

- a** within any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged on the Business of the Insured; and
- b** elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured;

Provided that such Employee is ordinarily resident within the Territorial Limits.

**L Further Extensions**

Certain further Extensions apply to this Section as stated under Sections 4 and 4(a) Only (Supplemental), of this Policy.

**M Indemnity to Managing Agents**

In respect of Section 4 Property Owners' Liability the definition of the Insured is extended to include the managing agents of any Location provided that they are not entitled to indemnity from any other source and shall observe fulfil and be subject to the terms, conditions, exclusions and limits applicable to this Section in so far as they can apply.

**Conditions**

Certain further Conditions apply to this Section as stated under Sections 4, 4(a) and 4(b) (Supplemental), of this Policy.

**Exclusions**

**The Company shall not be liable under this Section in respect of:**

- 1** the cost of replacing or making good faulty, defective or incorrect
  - a** workmanship; or
  - b** materials, goods or other property sold, supplied, installed or erected by or on behalf of the Insured;
- 2** Damage to material property sustained while it is being worked upon and directly resulting from such work;
- 3** legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement by the Insured in the Business;

- 4** legal liability for Damage to material property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors or partners of the Insured, Employees' or visitors' property including vehicles or their contents or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured);
- 5** legal liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform; or
- 6** Certain further Exclusions apply to this Section as stated under Sections 4, 4(a) and 4(b) (Supplemental), of this Policy.

# Section 4(a): Property Owners' Liability Legionellosis

## Definitions

The definitions which apply to this Section are in addition to the General Definitions and are as follows.

### Bodily Injury

Bodily injury which shall include death, disease or illness.

### Craft

Any craft or thing made or intended to float on or in or travel through water, air or space.

### Excess

The Company shall not be liable for the first amount of each and every claim stated under the excesses set out in the Schedule or otherwise stated in this Section.

### Indemnity Limit

The Company's liability (inclusive of all costs and expenses) under this Section payable in respect of any one Occurrence or series of Occurrences arising directly from the same originating cause or in the aggregate in any Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

### Legionellosis

Any discharge release or escape of legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like.

### Occurrences

Accidental Bodily Injury to any person caused by Legionellosis in respect of the Business.

## Cover

The Company will subject to the Indemnity Limit indemnify the Insured or any person indemnified under Extensions Indemnity to Principals and Indemnity to Others of Section 4 Property Owners Liability against:

- 1
    - a all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
    - b claimant's costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent in respect of an Occurrence where:
      - i the claim is first made in writing to the Insured or any person indemnified under Extensions Indemnity to Principals and Indemnity to Others of Section 4 Property Owners Liability during the Period of Insurance; or
      - ii the Insured or any person indemnified under Extensions Indemnity to Principals and Indemnity to Others of Section 4 Property Owners Liability first becomes aware of any circumstance during the Period of Insurance which:
        - a has caused or is alleged to have caused the Occurrence; or
        - b can be reasonably expected to give rise to a claim which may be the subject of the indemnity provided above and is notified to the Company:
          - 1 during; or
          - 2 within 30 days after expiry of; the same Period of Insurance;
  - 2
    - a all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
    - b the solicitors fees incurred by the Insured with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to an Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident enquiry relating to any Occurrence;
- Provided that:
- i the Company may at any time pay the Indemnity Limit (less any sums already paid) or any lesser amount for which at the absolute discretion of the Company the claim or claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof;
  - ii all claims arising out of the same isolated, repeated or continuing incidence of Legionellosis shall be deemed to be made in the Period of Insurance when:
    - a the first claim was made in writing to the Insured or any person indemnified under Extensions Indemnity to Principals and Indemnity to Others of Section 4 Property Owners Liability and notified to the Company; or
    - b the first notification of any circumstance was first made to the Company; and
- 3 the Company will not be liable for the amount of the Excess.

# Section 4(b): Property Owners' Liability Financial Loss

## Definitions

The definitions which apply to this Section are in addition to the General Definitions and are as follows.

### Asbestos

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

### Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

### Asbestos Dust

Fibres or particles of Asbestos.

### Craft

Any craft or thing made or intended to float on or in or travel through water, air or space.

### Data

Information represented or stored electronically including but not limited to code or series of instructions.

### Failure of a System

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

### Indemnity Limit

The Company's liability (inclusive of all costs and expenses) under this Section payable in respect of any one Occurrence or series of Occurrences arising directly from the same originating cause or in the aggregate in any Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

### Intellectual Property Rights

Any patent, trade mark, copyright, registered design, technical or commercial information or other intellectual property.

### Microchip

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

## System

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

## Virus

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

## Cover

The Company will subject to the Indemnity Limit indemnify the Insured or any person indemnified under Extensions Indemnity to Principals and Indemnity to Others of Section 4 Property Owners Liability against:

- 1 a all sums which the Insured shall become legally liable to pay (other than arising under contract) as damages (including interest thereon); and
  - b claimant's costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent in respect of financial loss incurred in connection with the Business where the claim is:
    - i first made in writing to the Insured or any person indemnified under Extensions Indemnity to Principals and Indemnity to Others of Section 4 Property Owners Liability during the Period of Insurance; and
    - ii notified to the Company:
      - a during; or
      - b within 30 days after expiry of; the same Period of Insurance;
- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 3 the solicitor's fees incurred by the Insured with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to financial loss which may be the subject of indemnity under this Section.

Provided that

- i the Company may at any time pay the Indemnity Limit (less any sums already paid) or any lesser amount for which at the absolute discretion of the Company the claim or claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof;
- ii the financial loss is sustained within the United Kingdom; and
- iii the Company will not be liable for the amount of the Excess.

## Exclusions

**The Company shall not be liable under this Section in respect of:**

- 1
  - a legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials; or
  - b legal liability for the costs of management (including those of any persons under any statutory duty to manage) removal, repair, alteration, recall, replacement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;
- 2 legal liability arising out of any breach of anti-trust laws;
- 3 legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by:
  - a the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;
  - b the release of Asbestos Dust; or
  - c the exposure of persons, buildings or property to Asbestos, Asbestos Dust or Asbestos Containing Materials;
- 4 legal liability arising directly or indirectly from or out of Damage to Data including but not limited to any:
  - a loss of or destruction or corruption of Data whether in whole or in part;
  - b unauthorised appropriation, use, access to or modification of Data;
  - c unauthorised transmission of any Data to any third party;
  - d misinterpretation, use or misuse of Data; or
  - e operator error;
- 5 legal liability arising out of any defamation, injurious falsehood, passing off or infringement of any Intellectual Property Rights;
- 6 legal liability arising from the diminution in the value of any property;
- 7 legal liability arising directly or indirectly from or out of:
  - a the transmission or impact of any Virus;
  - b any unauthorised access to a System;
  - c interruption of or interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication; or
  - d Failure of a System;
- 8 legal liability for any financial loss sustained by any Employee arising out of and in the course of employment by the Insured in the Business;
- 9 legal liability to any statutory authority arising from the enforcement of statutory requirements or the performance of statutory duties;
- 10 legal liability for financial loss arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities;
- 11 legal liability arising out of or in connection with any delays, strikes or labour disturbances; or
- 12 Certain further Exclusions apply to this Section as stated under Sections 4, 4(a) and 4(b) (Supplemental), of this Policy.

# Sections 4 and 4(a) Only: (Supplemental)

The following are applicable to the Sections stated.

## Extensions

In respect of Section 4: Property Owners' Liability and Section 4(a): Property Owners' Liability Legionellosis, of this Policy, the following further Extensions apply.

### A Court Attendance Costs

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

- |   |       |
|---|-------|
| <b>a</b> any director or partner of the Insured | £250  |
| <b>b</b> any Employee                           | £150. |

### B Cross Liabilities

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

# Sections 4, 4(a) and 4(b): (Supplemental)

The following are applicable to the Sections stated.

## Condition

In respect of Section 4: Property Owners' Liability, Section 4(a): Property Owners' Liability Legionellosis and Section 4(b): Property Owners' Liability Financial Loss, of this Policy, the following further Condition applies.

### Contractual Liability

In relation to any legal liability assumed by the Insured under agreement which would not have attached to the Insured in the absence of such agreement this Section will only apply if the Company retains sole conduct and control of any claim against the Insured relating to such liability.

## Exclusions

In respect of Section 4: Property Owners' Liability, Section 4(a): Property Owners' Liability Legionellosis and Section 4(b): Property Owners' Liability Financial Loss, of this Policy, the following further Exclusions apply.

The Company shall not be liable under these Sections in respect of:

- 1 legal liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;
- 2 legal liability caused by or arising from the ownership, possession or use by or on behalf of the Insured of any:
  - a Craft other than hand propelled watercraft; or
  - b mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than legal liability caused by or arising from:
    - i the use of plant as a tool of trade on site or at the Location;
    - ii the loading or unloading of such vehicle;
    - iii the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business; or
    - iv the possession of any such vehicle at the Location but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle;
- 3 legal liability arising out of any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, maintained, altered, erected, installed, examined, checked or treated by or on behalf of the Insured in connection with the Business and no longer in the charge or control of the Insured other than:
  - a food or drink sold or supplied for consumption by the Insured's directors, partners, Employees or visitors; or
  - b the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose;
- 4 liquidated damages, fines or penalties;
- 5 punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- 6 (not applicable to Section 4a) all legal liability in respect of Pollution or Contamination other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
  - a all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
  - b the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in the Schedule; and
  - c this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories; or
- 7 all legal liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories.

# Section 5: Employers' Liability

## Definitions

The definitions which apply to this Section are in addition to the General Definitions and are as follows.

### Bodily Injury

Bodily injury which shall include death, disease or illness.

### Business

For the purpose of this Section only the General Definition of Business is extended to include:

- a the ownership, repair, maintenance and decoration of the Locations;
- b private work undertaken by any Employee with the Insured's consent for any director or partner of the Insured; and
- c the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

### Indemnity Limit

The Company's liability (inclusive of all costs and expenses) under this Section payable in respect of any one Occurrence or series of Occurrences arising directly from the same originating cause shall not exceed the Indemnity Limit stated in the Schedule.

### Occurrence

Bodily Injury caused to any Employee occurring anywhere within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

### Territorial Limits

- a The United Kingdom, the Isle of Man and the Channel Islands; and
- b elsewhere in the world where the Insured or any of the Insured's directors, partners or Employees normally resident in the United Kingdom, the Channel Islands or the Isle of Man are temporarily performing non-manual work in connection with the Business.

## Cover

The Company will subject to the Indemnity Limit indemnify the Insured against:

- 1 a all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and
  - b claimants' costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent in respect of an Occurrence;

- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry relating to an Occurrence.

## Extensions

The insurance under this Section is extended to include the following:

### A Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

- a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
  - b this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
  - c the Company must consent in writing to the appointment of any solicitor or counsel acting on behalf of the Insured;
  - d the Insured shall immediately notify the Company of receipt of any summons or other process served upon the Insured which may give rise to proceedings arising from the cover under this Extension; and
  - e before the Company consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.
- Any information in support of this assertion requested by the Company shall be supplied by the Insured

It is understood the Company will have no liability under this Extension:

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

#### B Court Attendance Costs

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

- |  |     |
|--|-----|
| a any director or partner of the Insured | £50 |
| b any Employee                           | £50 |

#### C Cross Liabilities

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

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

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay prosecution costs for which the Insured is legally liable and any costs incurred with the Company's written consent in appealing against any judgment given under such Act. Before the Company consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful. Any information in support of this assertion requested by the Company shall be supplied by the Insured.

Provided that this indemnity shall not apply to the payment of fines or penalties.

#### E Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by a contract between the Insured and the principal in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

- a the Company shall retain sole conduct and control of any claim; and
- b the principal shall observe, fulfil and be subject to the terms, Conditions, Exclusions and limits of this Section in so far as they can apply.

#### F Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
  - i any director or partner of the Insured or Employee while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured; and
  - ii any officer or member of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms, conditions, Exclusions and limits applicable to this Section in so far as they can apply.

#### G Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situated in the Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgment, the Company will at the Insured's request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.



Provided that:

- a** there is no appeal outstanding; and
- b** if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

#### **H Work Overseas**

The indemnity provided under this Section shall extend to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.

### **Conditions**

**The following Conditions apply to this Section:**

#### **A Provisions of Law**

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to Employees within the Territorial Limits but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

#### **B Certificate of Employers' Liability Insurance**

If this Policy or Section is cancelled any certificate of employers' liability insurance shall be similarly cancelled from the same date.

#### **C Contractual Liability**

In relation to any legal liability assumed by the Insured under agreement which would not have attached to the Insured in the absence of such agreement this Section will only apply if the Company retains sole conduct and control of any claim against the Insured relating to such liability.

### **Exclusions**

**The Company shall not be liable under this Section in respect of Bodily Injury:**

- 1** caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this exclusion the expressions Vehicle, Use and Road shall have the same meanings as in Part VII of the Road Traffic Act 1988; or
- 2** arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform.

# Optional Extensions

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

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

## Optional Extension 1: Day One Extension

### Cover

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

### Definitions

#### Reinstatement

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

#### Declared Value

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

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

### Conditions

- 1** At the inception of each Period of Insurance You will notify Us of the Declared Value of the property insured by each of the stated items. In the absence of such declaration the last amount declared (adjusted to reflect index linking where applicable) will be taken as the Declared Value for the ensuing Period of Insurance.

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

## Optional Extension 2: Index Linking Extension

The Sums Insured in respect of Buildings under Section 1 is subject to Index Linking as defined in the General Definitions.

# Important Information

## The Insured's right to cancel

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

## Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy.

If the Policy is cancelled then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spent period, the cost of claims will be deducted from the return payable. The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

## Your Fixed Sum Credit Agreement

### Your right to withdraw from your credit agreement

If you have chosen to pay by instalments, you may withdraw from your credit agreement within 15 days of receiving it. If you would like to withdraw from your credit agreement, please call us on **0345 303 1760** or write to us at the address shown on your documents. If you withdraw from your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to withdraw from the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

### Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be withdrawn; any refunds will be paid pro rata unless there is a claim, when the full premium will be due. We may withdraw from your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement, read the 'How to complain' section.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement.

We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

## How to make a claim

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

## How to complain

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

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

The Chief Executive,  
NIG  
Churchill Court  
Westmoreland Road Bromley BR1 1DP

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

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

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

## Details about our Regulator

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

### Financial Services Compensation Scheme

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

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

