



## Property Owners Policy

Please read this document carefully and keep for future reference

### **MG Underwriting**

Staley House  
Hassall Street  
Stalybridge  
SK15 2LF

**Tel:** 0161 304 9933

**Fax:** 0161 304 9966

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

# Introduction

## Who the Insurers are

This insurance is provided by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 at Lloyd's.

Syndicate 1991 at Lloyd's is managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04690709.

Registered Office: 6<sup>th</sup> Floor, One Creechurch Place, Creechurch Lane, London, EC3A 5AY.

## Certification and Extent of Policy Coverage

This is to certify that in accordance with the authorisation granted under Contract Number B6991SCO2015S01 (or replacement thereof) to MG Underwriting (a trading style of MG Insurance Consultants Limited) by DTW1991 Underwriting Limited on behalf of Syndicate DTW1991 (whose identity is stated further under "Who the Insurers are" section of this introduction), and in consideration of premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the business, as detailed in the Policy Schedule, after such loss, Damage or liability has been proved.

Provided always that:

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

## The Insurance Contract

This Policy is a contract of insurance between you and the Insurer.

The following are elements for the contract of insurance between you and the Insurer. Please read them carefully and if they require any amendments please return them to your broker for correction. Keep the Policy safe in case You need to refer to it.

- Your Policy;
- The Schedule;
- Endorsements.

It is important that You:

- check that the Sections You have requested are included in the Schedule;
- check that the information You have given Us is accurate;
- comply with Your duties under each Section and the insurance as a whole.

## The Agreement

In this contract of insurance, the Insurer's syndicate numbers and proportions are shown in the table. The Insurer bind themselves severally and not jointly, that is, in the event of a loss, the Insurer and their Executors and Administrators are liable only for their share of their syndicate's proportion of the risk.

You or Your representative can obtain the name of each of the Insurers and their respective shares by applying to:

Market Services,  
Lloyd's,  
One Lime Street  
London EC3M 7HA.

The Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The Insurers Firm Reference Numbers and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Policy Sections	Insurer	Proportion
Section 1 - 4	Syndicate DTW1991 at Lloyd's	100%

This Policy is Underwritten under a binding authority contract for and on behalf of the Insurers by:

MG Underwriting  
Staley House  
Hassall  
Stalybridge  
Cheshire  
SK15 2LF

## Conformity

In this Policy You will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

## Information You have given Us

In deciding to accept this Policy and in setting the terms and premium, We have relied on the information You have given Us.

You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this Policy as if it never existed and decline all claims.

For example, We may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- charge You more for Your Policy or reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You;
- cancel Your Policy in accordance with Our Cancellation Rights below.

We or Your insurance broker will write to You if We:

- intend to treat Your Policy as if it never existed; or
- need to amend the terms of Your Policy; or
- require You to pay more for Your insurance.

If You become aware that information You have given Us is inaccurate, You must inform Your broker as soon as practicable.

## Your Personal Information Notice

### The basics

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

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

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

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

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

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

### If you would like more information

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

### Contacting us and your rights

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

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

+44 20 3923 3000  
[Data.protection@coverys.co.uk](mailto:Data.protection@coverys.co.uk)

### Employers' Liability Tracing Office (ELTO)

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

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

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

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

The Database will be managed by the ELTO.

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

By entering into this Policy you will be deemed to specifically consent to the use of your Policy data in this way and for these purposes.

## **Ministry of Justice (MOJ) Portal Claims and the Duties Owed by the Insured**

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

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

If **YOU** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise your **INSURER** is Syndicate DTW1991 at Lloyd's and their correspondence has been sent to Woodgate and Clark who are our Appointed Claims Administrator.

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

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

- Workplace risk assessments
- Full and effective training
- Provision of appropriate personal protective equipment (PPE)
- Communication of health and safety procedures

## **The Law that Governs this Policy and Jurisdiction**

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

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## The Law that Governs the Interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

## Your Duties

You shall:

- a) take all precautions to prevent any occurrence which may give rise to a valid claim under this Policy;
- b) take all precautions to comply with all statutory requirements and regulations imposed by any Authority;
- c) as a Condition Precedent to Your right to be indemnified under this Policy, You must not waive any Subrogation rights against a third party without prior written consent;
- d) give Us immediate notice in writing of any occurrence which may give rise to a valid claim under this Policy;
- e) You shall also, as a Condition Precedent to Your right to be indemnified under this insurance, immediately take all steps to prevent further Damage or injury arising out of an Occurrence at his own expense, such expense shall not be recoverable hereunder.

## **Cancellation**

### **Your Cancellation Rights**

#### **Cooling off Period**

- You have the statutory right to cancel Your Policy within 14 days of the purchase or renewal of the contract or the day You receive the Policy or renewal documentation, whichever is the later.
- We will return the premium in full if cancellation occurs within the 14 day period.
- No refund of premium will be given in the event of a claim either in whole or in part.

If You wish to cancel Your policy after the Cooling off Period:

- You can cancel the Policy at any time, during the first 14 days and the Cooling off Period terms above apply.
- To cancel the Policy after the Cooling Off Period You will need to contact Your broker who arranged the insurance for You.
- You are entitled to a return of premium which will be based upon the length of time remaining for the Period of Insurance, less a deduction for any administration costs in providing this insurance. The amount is shown in the Schedule.
- You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis for example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual premium.

If We pay any claim, in whole or in part, then no refund of premium will be allowed.

### **Our Cancellation Rights**

We can cancel this insurance by giving You thirty (30) days notice in writing.

We will only do this for a valid reason for example:

- non payment of premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis.

We will cancel the insurance by sending You a letter to Your last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by You to provide Us with complete and accurate information as We require allow Us to cancel the Policy, sometimes back to its start date and to keep any premiums paid.

## Claims Procedure

### How to Make a Claim

You must comply with the following Conditions Precedent. If You fail to do so, We may not pay Your claim, or any payment could be reduced.

#### In respect of Sections 3 and 4 – Property Owners Liability and Employers' Liability

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited, as soon as practicable:  
  
Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT  
  
Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)
  - (a) Following any circumstances which may give rise to a claim and/or claims being made against You and for which there may be liability under this Policy.
  - (b) When a claim is actually made against the Insured (whether written or oral) for which there may be liability under this Policy
  - (c) Immediately when You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith.
2. provide Us or our appointed claims administrator with any other required information;
3. forward to Us or our appointed claims administrator as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
4. give all information and assistance required as soon as practicable and where We or our appointed claims administrator has conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by the Our legal representatives
5. Make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Insurer(s) or their appointed claims representatives.

#### In respect of Sections 1 and 2 – Buildings and Contents and Loss of Rent

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited as soon as practicable:  
  
Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT  
  
Tel: 01732 848077  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)  
  
On the discovery of any circumstance or event which may give rise to a claim under this Policy
2. Give immediate notice to the Police Authority in respect of Damage caused by malicious persons or thieves.
3. Carry out and permit to be taken any action which may be reasonable practicable to prevent further Damage and to minimize or check any interruption of or interference with the Business to avoid or diminish the loss.
4. As soon as possible after discovery of any defect or danger is to be made good or remedied and



5. Ensure that any damaged Property is kept safe and available for examination
6. Give all information and assistance as may be required by Us or our appointed representatives within thirty (30) days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as We or our appointed claims representatives may allow.
7. At Your own expense deliver to Us or our appointed representatives:
  - (a) Full information in writing of the claim
  - (b) Details of any other insurance relating to the claim
  - (c) All such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by Your professional accountants or auditors who are regularly acting as such, their report being prima fade evidence of such information and details
  - (d) If demanded a statutory declaration of the truth of the claim and of any matter connected with it.

### **How We deal with Your claim**

#### **Automatic Reinstatement of Sums Insured**

The Sum Insured stated in the Policy will be automatically reinstated and will not be reduced by the amount of any Claim unless the Insurers give you notice to the contrary.

However, in the event of the underinsurance condition being applied to any Claim adjustment there shall be no automatic reinstatement of the Sum Insured. The Sum Insured will be reduced by the amount of any Claim unless Insurers agree to such reinstatement and you pay the additional premium required by Insurers.

#### **Basis of Settlement**

Some Sections of the Policy contain the Basis of Settlement that will apply to that particular Section. These will tell You how We settle any claim. You shall not be entitled to abandon any Property to Us.

#### **Consent**

No admission, offer, promise, payment or indemnity shall be made or given by or on Our behalf without Our written consent. You shall give such assistance in dealing with claims and the conduct of legal proceedings arising therefrom, as We or Our chosen legal advisers and consultants may require.

#### **Defence of Claims**

We may, at Our discretion:

- take full responsibility for conducting, defending or settling any claim in Your name; and
- take any action We consider necessary to enforce Your rights or Our rights under this insurance.

#### **Fraudulent Claims**

If You, or anyone acting on Your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means We will not pay the false or fraudulent claim, or any subsequent claim.

#### **Other Insurance**

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover is insured under this Policy could also be insured under another policy that You have. If it is insured under two or more policies We will either pay the full claim and claim half of this back from Your other insurance policy. Alternatively, We will pay only half of the claim and You can claim the other half back from Your other insurance policy.

### **Effects of Claims on Sums Insured**

Except where otherwise provided for under any Section of this Policy

- a) the Sums Insured in this Policy will be reduced until expiry of the Period of Insurance by the amount of any loss destruction damage interruption or interference with your Business
- b) if any Sum Insured is subject to an Underinsurance Condition and further claims arise before expiry of the Period of Insurance the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which you will have to bear
- c) on request and if not otherwise provided for under any Section of this Policy following a claim the Insurers will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary

### **Involuntary Betterment**

In the event that new property of like kind and quality is not obtainable following Damage, property which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment except that Our liability shall not exceed the limit of liability shown in the Schedule.

### **Arbitration**

If there is a dispute between You and Us this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by You and Us in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect Your statutory rights and is not binding on either party.

### **Subrogation**

If We become liable for any payment for a loss, We shall be subrogated to the extent of such payment to all the rights and remedies of Yours against any party for such loss and We shall be entitled, at Our own expense, to sue in Your name. You shall give Us all such assistance in Your power as We may require to secure Our rights and remedies either before or after indemnification.

### **Subrogation Waiver**

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

- a) any company whose relationship to You is either a parent to a subsidiary or subsidiary to parent
- b) any company which is subsidiary of a parent company of which You are a subsidiary

at the time of Damage as defined in or within the meaning of the relevant Companies Act or as defined in similar legislation.

### **Our Rights after a Claim**

Upon the happening or discovery of any occurrence We may enter and take possession of or require You to deliver to Us the damaged Property Insured which We will deal with in a manner without incurring liability of reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf does not comply with Our requirements or hinders or obstructs Us.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and We may appoint any other person or persons to act on Our behalf for such purpose and any settlement agreed either before or after indemnification.

## How to Complain

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

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

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

The Compliance Officer  
Syndicate 1991  
6<sup>th</sup> Floor  
One Creechurch Place  
Creechurch Lane  
London EC3A 5AY

Email: [complaints@dtw1991.com](mailto:complaints@dtw1991.com)  
Tel +44 (0)20 3923 3120

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

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

Complaints  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Email [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel +44 (0) 20 7327 5693  
Fax +44 (0) 20 7327 5225  
Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service. If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees)

If You are seeking resolution as an individual acting for purposes outside their trade business or profession as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees), a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Tel: For UK callers: 0800 023 4567 (free phone), or 0300 123 9123 (but charges apply)  
Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

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

### **Financial Services Compensation Scheme (FSCS)**

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

Further information about the FSCS is available from:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Tel: For UK callers: 0800 678 1100 (free phone)  
Tel: For callers from abroad: +44 (0) 20 7741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## Policy Definitions

Wherever the following words and phrases appear in this Policy they will always have these meanings

### **Act of Terrorism**

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

### **Business**

business stated in the Policy Schedule

### **Contract Works**

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

### **Costs and Expenses**

- 1) all costs and expenses recoverable by any claimant from you
- 2) the costs and expenses incurred with the written consent of the Insurers for
  - a) representation at any Coroner's Inquest or Inquiry in respect of any death
  - b) the defence of proceedings in any Court brought against you in respect of breach or alleged breach of statutory duty resulting in Injury
- 3) all other costs and expenses of litigation incurred with the written consent of the insurers relating to an occurrence which may give rise to indemnity

### **Damage**

loss destruction or damage

### **Excess**

amount of each and every claim which is not covered and for which the Insured shall be their own insurer

### **Employee**

- 1) any person under a contract of service or apprenticeship with the Insured
- 2) any labour master or labour only subcontractor or person supplied by any of them
- 3) any self employed person
- 4) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
- 5) any person participating in any government or otherwise authorised work experience training study exchange or similar scheme

whilst engaged in working for the Insured in connection with the Business

### **Geographical Limits**

United Kingdom the Channel Islands and the Isle of Man

### **Injury**

bodily injury death disease illness or shock

### **Insured/you/your**

person(s) or company(ies) named in the Policy Schedule

### **the Insurers/We/Us/Our**

means in respect of each Section insured by this Policy the insurer(s) stated in the Schedule applicable to said Section

**Period of Insurance**

period of insurance stated in the Policy Schedule or any subsequent period for which the Insured pays and the Insurers accept the premium

**Policy**

policy and Schedules specifications memoranda endorsements or notices attached or issued by the Insurers

**Pollution**

- 1) pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- 2) all loss destruction damage or Injury directly or indirectly caused by such pollution or contamination

**Premises**

premises at the address(es) shown in the Schedule to each Section insured by this Policy but where no premises are so stated the address of premises shall be as stated in the Policy Schedule

**Schedule**

most current schedule issued to the Insured by the Insurers

**Unoccupied**

any building or part of any building that has not been lived in or open for business continuously by you or a person authorised by you for 30 days or more

# General Exclusions to This Policy

## 1. General

The following Exclusions apply to all Sections of your Policy except Section 4 - Employers' Liability

This Policy does not cover any loss destruction damage consequential loss Injury liability claim cost or expense directly or indirectly caused by or contributed to by or arising from or relating to

### a) **Radioactive Contamination**

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (i) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (v) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins).

### b) **Pressure Waves**

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

### c) **Pollution**

as defined in the Policy Definitions other than Pollution resulting in Damage to Property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of Defined Perils (1) - (9) and (11) of Section 1 - Buildings and Contents

### d) **Biological or Chemical Materials**

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

## 2. War and Act of Terrorism

This Policy does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- a) 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 military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any Government or public or local authority Act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above
- b) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 3 - Property Owners Liability and Section 4 - Employers' Liability

In any action suit or other proceedings where the Insurers allege that by reason of Policy Definition Act of Terrorism any claim hereunder is not covered by this Policy the burden of proving that such claim hereunder is covered shall be upon you

This Exclusion shall apply to all Sections of this Policy other than Section 4 - Employers' Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of

liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

### **3. Date Recognition Failure**

This Policy does not cover

- 1) Damage
- 2) loss of Gross Rentals and additional expenditure
- 3) legal liability other than Employers' Liability
- 4) Costs and Expenses other than in connection with Employers' Liability

directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the Property of the Insured or not

- a) correctly to recognise any date as its true calendar date
- b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (1) and (2) shall not apply to

- (i) subsequent Damage or
- (ii) subsequent interruption of or interference with the Business

not otherwise excluded which results from any of Defined Perils (1) - (9) and (11) of Section 1 - Buildings and Contents

### **4. Electronic Data**

This Exclusion applies to all Sections of this Policy other than Sub Section 3 - Property Owners Liability and Section 4 - Employers' Liability

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

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

- a) the response of a computer to any date or date change or;
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either your own or third party or;
- d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

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



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

This Exclusion applies to all Sections of this Policy other than Section 8 Employers Liability.

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

## General Conditions to this Policy

The following Conditions apply to all Sections of your Policy and you must comply with them or your Policy may not be in force

### 1. Procedure for Notifying Claims

#### In respect of Sections 3 and 4 – Employers' Liability, Public Liability and Products Liability

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited, as soon as practicable:

Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT

Tel: 01732 848077

Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

- (a) Following any circumstances which may give rise to a claim and/or claims being made against You and for which there may be liability under this Policy.
  - (b) When a claim is actually made against the Insured (whether written or oral) for which there may be liability under this Policy
  - (c) Immediately when You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith.
2. provide Us or our appointed claims administrator with any other required information;
  3. forward to Us or our appointed claims administrator as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
  4. give all information and assistance required as soon as practicable and where We or our appointed claims administrator has conduct of proceedings within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by the Our legal representatives
  5. Make no admission of liability or payment or offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Insurer(s) or their appointed claims representatives.

#### In respect of Sections 1 and 2

1. You shall notify our appointed claims administrator, Woodgate & Clark Limited as soon as practicable:

Woodgate & Clark Limited  
The Red House  
West Malling  
Kent  
ME19 6QT

Tel: 01732 848077

Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

On the discovery of any circumstance or event which may give rise to a claim under this Policy

2. Give immediate notice to the Police Authority in respect of Damage caused by malicious persons or thieves.
3. Carry out and permit to be taken any action which may be reasonable practicable to prevent further Damage and to minimize or check any interruption of or interference with the Business to avoid or diminish the loss.
4. As soon as possible after discovery of any defect or danger is to be made good or remedied and

5. Ensure that any damaged Property is kept safe and available for examination
6. Give all information and assistance as may be required by Us or our appointed representatives within thirty (30) days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as We or our appointed claims representatives may allow.
7. At Your own expense deliver to Us or our appointed representatives:
  - a) Full information in writing of the claim
  - b) Details of any other insurance relating to the claim
  - c) All such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by Your professional accountants or auditors who are regularly acting as such, their report being prima fade evidence of such information and details
  - d) If demanded a statutory declaration of the truth of the claim and of any matter connected with it.

## **2. Claims Control**

- a) No admission offer promise payment or indemnity shall be made or given by You or on Your behalf without Insurers written consent
- b) Insurers shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at the Insurers own expense and for the Insurers benefit any claim for indemnity or damages or otherwise
- c) Insurers shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) You shall give all information and assistance that Insurers may require
- e) You agree to keep accurate books and records of all figures provided and permit Insurers or any appointed by Insurers to inspect Your books and records at any time insofar as they relate to this insurance.

## **3. Fraud**

All benefit under this Policy will be forfeited if any claim made is in any respect fraudulent or if any fraudulent means are used by you or anyone acting on your behalf to obtain any benefit under this Policy

## **4. Subrogation**

In the event of any claim under this Policy you shall at the Insurers' request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in your name before or after any payment is made by the Insurers

## **5. The Insurers' Rights**

If any event happens which may give rise to a claim under this Policy the Insurers will be entitled to

- a) enter the building where Damage has occurred and to take and keep possession of damaged Property insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of your consent for such purpose - no Property may be abandoned to the Insurers
- b) exercise sole conduct and control over the defence or settlement of any claim made upon you or any other person covered by this Policy by any other party
- c) prosecute in your name or the name of any other person covered by this Policy but for the Insurers' benefit any claim for damages or indemnity

## **6. Other Insurance**

If at the time of an Injury or Damage there be any other insurance

- a) covering the whole or part of such Injury or Damage whether effected by the Insured or not then the Insurers shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such Injury or Damage
- b) on any of the Property insured herein either alone or together with any other property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said property then this Policy may at the option of the Insurers be held to contain the same condition of average limit of value or division of amount pro rata
- c) which more specifically insures Property insured herein this Policy will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any personal accident benefit provided under this Policy in respect of death or injury to any insured person

## **7. Effect of Claims on Sums Insured**

Except where otherwise provided for under any Section of this Policy

- a) the Sums Insured in this Policy will be reduced until expiry of the Period of Insurance by the amount of any loss destruction damage interruption or interference with your Business
- b) if any Sum Insured is subject to an Underinsurance Condition and further claims arise before expiry of the Period of Insurance the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which you will have to bear
- c) on request and if not otherwise provided for under any Section of this Policy following a claim the Insurers will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary

## **8. Recovery of Lost or Stolen Property**

If any lost or stolen Property which is the subject of a claim under this Policy is recovered you must inform the Insurers as soon as reasonably possible by recorded delivery letter

If the Property is recovered before the payment of the claim for loss of that Property you must reclaim such Property and the Insurers will then indemnify you under the terms of this Policy for any damage sustained to such Property

If the Property is recovered after payment of the claim for loss of that property the Property will then belong to the Insurers but you will have the option of retaining the property and refunding to the Insurers any claim payment the Insurers have made for the Property subject to any appropriate adjustment for damage to the Property

## **9. Arbitration**

If the Insurers accept liability for a claim under this Policy but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the Insurers

## **10. Compliance with Terms**

The Insurers liability to make any payment under this Policy is conditional on

- a) the compliance with this Policy's terms and conditions by you or any person claiming indemnity or benefit under this Policy

- b) the truth accuracy and completeness of all information supplied to the Insurers in connection with this insurance

## **11. Precautions**

You must

- a) take all reasonable precautions to safeguard any Property insured by this Policy against Damage and to prevent Injury or loss or destruction of or damage to other Property
- b) exercise reasonable care in the selection and supervision of your Employees
- c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- d) maintain the Premises and all other Property insured in a sound condition
- e) take all reasonable steps to minimise Bodily Injury

## **12. Workmen and Alteration to the Premises or Business**

Workmen and tradesmen are allowed in or about the Premises for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the Insurers have insured you on the basis of information supplied and cover under this Policy will cease if

- a) there are changes to the Premises or the building in which it is located or to your Business which may increase the risk of loss destruction damage liability accident or Injury
- b) there are changes in the occupancy or use of the Premises
- c) your interest in the Premises or your Business ceases
- d) your Business is wound up or carried on by a liquidator or receiver or permanently discontinued

unless you have notified the Insurers within a reasonable time and the Insurers have agreed to such changes in writing

## **13. Premium Adjustment**

If any part of the premium is calculated on estimates you shall keep an accurate record containing all relevant particulars and shall at any time allow the Insurers to inspect such record

You shall within one month after the expiry of each Period of Insurance supply particulars and information as the Insurers may require and the premium for such period shall be adjusted subject to any minimum premium

## **14. Instalments**

If the premium for this Policy is payable by instalments it is a condition precedent to the Insurers' liability that each instalment shall be paid when due otherwise all benefit under this Policy shall be forfeited from the date when such instalment was due

## **15. Cancellation**

The Insurers may cancel this Policy by sending seven days' notice by recorded delivery letter to you at your last known address and making a proportionate return of premium for any unexpired Period of Insurance for which you have paid

Where a claim has been made during the current Period of Insurance the full annual premium will still be payable despite cancellation of cover and Insurers reserve the right to deduct this from any claim payment

## **16. Tax**

In addition to the premium you will pay to the Insurers any tax due on the premium which the Insurers are required to collect in accordance with current legislation

## **17. Data Protection**

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

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

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

+44 20 3923 3000

[Data.protection@coverys.co.uk](mailto:Data.protection@coverys.co.uk)

## **18. Contracts (Rights of Third Parties) Act 1999**

A person or company who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act

## **19. The Law that Governs this Policy and Jurisdiction**

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

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## **20. The Law that Governs in Interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising here under shall be determined in accordance with the law and practice of such court.

## **21. Several Liability**

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

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

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company.

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

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

## **22. Sanctions**

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

## **23. Excess**

The payment of the Excess is a condition precedent and in the event the Excess is not paid when requested the Insurers will not pay the claim under this Policy and the Insured will have to pay any claims in full and may be liable to repay any costs incurred by Insurers up to the time of failure to pay the Excess.

# Section 1 - Buildings and Contents

## Insuring Clause

If any Property suffers Damage

- 1) by any peril shown as Operative in the Schedule applicable to this Section
- 2) during the Period of Insurance

the Insurers will pay or at their option will reinstate or replace your Property or any part of it which is lost destroyed or damaged up to the Limit of Liability

## Definitions to the Buildings and Contents Section

For the purpose of determining where necessary the definition within which any Property is insured the Insurers agree to accept the designation under which such Property has been entered in your books

### Property

Item(s) of property described in the Schedule applicable to this Section including those defined below

### Specific Perils

perils defined below and stated in the Schedule applicable to this Section except accidental loss destruction or damage

## Property Definitions

### Buildings

buildings at the Premises stated in the Schedule applicable to this Section and includes at the same address

- 1) landlords' fixtures and fittings
- 2) glass
- 3) outbuildings extensions annexes and gangways
- 4) walls gates fences yards driveways car-parks forecourts roads and footpaths
- 5) conveyors trunks lines wires service pipes and other associated equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fittings

### Contents

Furniture, fixtures, fittings and decorations within the Buildings and for which the Insured is responsible excluding:

- 1) money and personal effects
- 2) computers and computer systems records
- 3) audio visual equipment
- 4) business books and documents
- 5) curiosities rare books works of art or articles of antique furniture exceeding £500 in value unless specified in the Schedule applicable to this Section
- 6) china or other fragile or brittle objects exceeding £500 in value unless specified in the Schedule applicable to this Section
- 7) any other property exceeding £1,000 in value unless specified in the Schedule applicable to this Section



## Defined Perils

- 1) Fire lightning earthquake or explosion
- 2) Aircraft or other aerial devices or articles dropped from them
- 3) Riot civil commotion strikers locked-out workers labour and political disturbances
- 4) Malicious persons excluding Damage
  - a) by theft or attempted theft
  - b) caused by the occupiers of the buildings
- 5) Storm excluding Damage
  - a) by flood whether resulting from storm or otherwise
- 6) Flood
- 7) Escape of water from any tank apparatus or pipe or oil from any fixed heating installation
- 8) Impact by any road vehicle train or animal
- 9) Theft or attempted theft of Property from any building at the Premises excluding Damage
  - a) which does not involve
    - (i) entry to or exit from such building or attempt thereat by forcible and violent means
    - (ii) hold-up accompanied by violence or threat of violence at the Premises
  - b) caused by any occupier of the Buildings either as principal or accessory
- 10) Accidental loss destruction or damage excluding Damage
  - a) by any of the Defined Perils (1) – (9) and (11)
  - b) which would not be insured in consequence of any of the exclusions to a Defined Peril
- 11) Subsidence ground heave or landslip excluding
  - a) Damage to property other than the main buildings at the Premises unless the main buildings are damaged at the time by the same cause
  - b) Damage caused by
    - (i) settlement or movement of made-up ground
    - (ii) coastal or river erosion
    - (iii) defective design or workmanship or the use of defective materials
  - c) the first £1,000 of each and every claim

## Limit of Liability

The Insurers liability under this Section will not exceed

- 1) the Sum Insured for each Item
- 2) in total the Total Sum Insured

stated in the Schedule applicable to this Section

Provided that if at the time of Damage the value of the Property or the total value of all Property for which one Sum Insured is stated in the Schedule applicable to this Section exceeds that Sum Insured the amount payable for such Property shall be proportionately reduced

## Underinsurance Condition

If at the time of Damage the value of the Property or the total value of all Property for which one Sum Insured is stated in the Schedule applicable to this Section exceeds that Sum Insured you will be your own insurer for the difference and will bear a rateable share of the loss accordingly

## Exclusions to this Section

This Section does not cover

### 1. Excess

the first £250 of each and every claim other than where a more specific Excess is referred to elsewhere in this Section or on the Schedule

### 2. Inbuilt Defect Wear Tear and Defective Workmanship

Damage to property caused by or consisting of

- a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
- b) faulty or defective workmanship operational error or omission on your part or that of any of your Employees

but subsequent Damage which itself results from a cause not excluded elsewhere in this Section or Policy is covered under this Section

### 3. Frost

Damage caused by or consisting of frost

but subsequent Damage which itself results from a cause not excluded elsewhere in this Section or Policy is covered under this Section

### 4. Corrosion or Change in Temperature

Damage caused by or consisting of

- a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects
- b) change in temperature colour flavour texture or finish

but the following is covered under this Section

- (i) such Damage not excluded elsewhere in this Section or Policy which itself results from any Specific Peril or from any other accidental cause
- (ii) subsequent Damage which itself results from a cause not excluded elsewhere in this Section or Policy

## **5. Joint Leakage or Breakdown**

Damage consisting of

- a) joint leakage or failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam or feed piping connected to them
- b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates

but the following is covered under this Section

- (i) such Damage not excluded elsewhere in this Section or Policy which itself results from any Specific Peril
- (ii) subsequent Damage which itself results from a cause not excluded elsewhere in this Section or Policy

## **6. Subsidence Ground Heave or Landslip**

Damage caused by or consisting of subsidence ground heave or landslip unless resulting from fire explosion earthquake or escape of water except in so far as subsidence ground heave or landslip may be insured by this Section

## **7. Change in the Water Table Level**

Damage attributable to change in the water table level

## **8. Settlement of New Structures**

Damage caused by or consisting of normal settlement or bedding down of new structures

## **9. Theft Fraud or Dishonesty**

Damage caused by or consisting of theft or attempted theft where any person in your employment or service or any members of your family are concerned as principal or accessory

## **10. Collapse of Buildings**

Damage to a building or structure caused by its own collapse or cracking unless resulting from a Specific Peril

## **11. Property in the Open**

Damage to moveable property in the open fences or gates caused by theft wind rain hail sleet snow flood or dust

## **12. Riot or Civil Commotion**

Damage caused by riot or civil commotion except in so far as riot or civil commotion are insured by this Section

## **13. Machinery Requiring Statutory Inspection**

Damage caused by explosion of and originating in any vessel machinery or apparatus or its contents belonging to you or under your control which is required to be inspected to comply with any regulations or statutory provisions unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service

## **14. Steam Pressure Apparatus**

Damage caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to you or under your control

but subsequent Damage which itself results from a cause not excluded elsewhere in this Section or Policy is covered under this Section

## **15. Self-Ignition of Electrical Apparatus**

to any electrical apparatus or wiring caused by its own self-ignition

but this Exclusion shall only apply to that part of the electrical apparatus or wiring in which the self-ignition occurs

## **16. Property Insured by Other Insurance**

any property which at the time of Damage is insured by a more specific insurance

## **Special Conditions to this Section**

### **1. Reinstatement Basis of Payment**

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item to which this Condition applies is to be calculated shall be the reinstatement of the Property lost destroyed or damaged

For this purpose reinstatement means

- a) the rebuilding or replacement of Property lost or destroyed which provided the liability of the Insurers is not increased may be carried out
  - (i) in any manner suitable to your requirements
  - (ii) upon another site
- b) the repair or restoration of Property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its conditions when new

Provided that

- a) The liability of the Insurers for the repair or restoration of Property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed
- b) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property insured by any Item subject to this Condition exceeds its Sum Insured at the commencement of any Damage the liability of the Insurers shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the whole of such Property at that time
- c) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the Property insured by any Item at the time of its Damage shall be insured by any other insurance effected by or on your behalf which is not upon the same basis of reinstatement

### **2. Day One Value Basis**

This Condition only applies when Day One Value Basis (DOVB) is stated against any Item in the Schedule applicable to this Section

- a) The Insured having stated in writing the Declared Value incorporated in each Item to which this Condition applies the premium has been calculated accordingly Declared Value means your assessment of the cost of reinstatement of the Property insured by any Item arrived at in accordance with paragraph (a) of Special Condition (1) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the Item provides due allowance for
  - (i) the additional cost of reinstatement to comply with Public Authority requirements

- (ii) professional fees
  - (iii) debris removal costs
- b) At the inception of each Period of Insurance the Insured shall notify the Insurers of the Declared Value of the Property insured by each of the said Item(s)

In the absence of such declaration the Declared Value for the previous Period of Insurance shall be increased by a percentage determined by the Insurers and the resultant figure shall be taken as the Declared Value for the ensuing Period of Insurance

- c) Proviso (ii) of Special Condition (1) is amended to read

If at the time of Damage the Declared Value of the Property insured by such Item be less than the cost of reinstatement (as defined above) at the inception of the Period of Insurance then the Insurers liability for any Damage shall not exceed that proportion thereof which the Declared Value bears to the cost of reinstatement

### **3. Index Linking**

This Condition only applies when Index Linking (IL) is stated against any Item in the Schedule applicable to this Section

The Sum Insured (and the Declared Value where appropriate) on any Item will be increased by a percentage determined by the Insurers and such revised Sum Insured (and Declared Value) in the absence of advice from you to the contrary will be deemed to apply for the ensuing Period of Insurance

### **4. Subrogation Waiver**

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

- a) any company
  - (i) in the relation of holding company or subsidiary to you
  - (ii) which is a subsidiary of a parent company of which you are yourself a subsidiary

in each case within the meaning of the relevant companies' legislation current at the time of the Damage

- b) the tenant of any Building insured by this Section provided that
  - (i) the Damage did not result from a breach of the terms of the lease by the tenant
  - (ii) the Damage did not result from a criminal fraudulent or malicious act of the tenant
  - (iii) the tenant contributes to the cost of insuring the Buildings against the event which caused the Damage

### **5. Non-Invalidation**

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to you or beyond your control increases the risk of Damage provided that you

- a) notify the Insurers immediately you become aware of such act omission or alteration
- b) pay any additional premium that Insurers may require

### **6. Automatic Reinstatement of Sum Insured**

In the event of Damage the Sums Insured by this Section will be automatically reinstated from the date of the Damage unless written notice is given to the contrary either by the Insurers or by you provided always that in the event of reinstatement you will

- a) pay any such additional premium as may be requested for such reinstatement from that date
- b) give effect to any additional protective devices at the Premises which the Insurers may reasonably require

**7. General Interests Clause**

The interests of the Lessee of each individual Property and their Mortgagees (if any) are noted in the Insurance provided by Section 1 with such interest to be disclosed in the event of a claim for Damage arising hereunder

**8. Minimum Security Requirements**

- a) It is a condition precedent to liability under this Policy that all protections provided for the safety of the Premises shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the Underwriters and shall be in full and effective operation when the Premises are closed for Business or left unattended, and at all other appropriate times
- b) It is a condition precedent to liability under this Policy that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) In the event of the Insured receiving any notification;
  - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
  - iii) that any alarm system cannot be returned to or maintained in full working order

then with immediate effect:

- 1) it shall be a condition precedent to liability under this Policy that the Insured shall notify Underwriters as soon as possible, at which time Underwriters shall reserve the right to vary terms or cancel cover provided under this Policy
- 2) the Insured shall be responsible for the first 20% of any loss destruction or Damage by theft or attempted theft subject to a minimum contribution of GBP2,500
- 3) it shall be a condition precedent to liability under this Policy that the Insured shall comply with any requirements that Underwriters impose in response to such notice

**IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION FOR THE FOLLOWING**

**Professional Fees**

Necessary architects' surveyors' consulting engineers' legal and other fees you incur in reinstating your Property following its Damage as insured by this Section but not for preparing any claim

Provided that the Insurers' liability for Damage and professional fees will not exceed in total the Sum Insured for each Item in the Schedule applicable to this Section during any one Period of Insurance

**Debris Removal Costs**

Necessary costs and expenses you incur with the Insurers' consent in

- 1) removing debris from
- 2) dismantling and/or demolishing
- 3) shoring up or propping

Provided that the Insurers' liability for Damage and debris removal costs will not exceed in total during any one Period of Insurance the Sum Insured stated for each Item in the Schedule applicable to this Section

## Public Authorities

Additional costs of rebuilding or reinstatement of lost destroyed or damaged Property which you incur solely to comply with Building or other Regulations under or framed in pursuance of any European Union Legislation Act of Parliament or with Bye-Laws of any Public Authority

excluding

- 1) any such costs where the Item is not subject to the Reinstatement Basis of Payment (Special Condition (1))
- 2) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
  - a) in respect of Damage occurring before this cover was granted
  - b) in respect of Damage not insured by this Section
  - c) under which notice was served upon you before the date of Damage
  - d) in respect of undamaged Property or undamaged portions of Property forming any part of the Property sustaining Damage except for undamaged foundations (unless foundations are specifically excluded from cover by endorsement to this Policy)
- 3) the additional cost exceeding that which would have been required to make good property which sustained Damage to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye-Laws
- 4) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by its owner in order to comply with any of the above Regulations or Bye-Laws

Provided that

- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the Damage or within such further time as the Insurers may allow (during the said 12 months) and may be carried out upon another site (if Regulations or Bye-Laws require) subject to the Insurers' liability not being increased by this additional cover
- b) if apart from this additional cover the Insurers' liability for Property is reduced by the application of any terms and conditions of this Policy then the Insurers liability in respect of any such costs will be reduced in like proportion
- c) the total amount payable for Property will not exceed the Sum Insured for it stated in the Schedule applicable to this Section

## Temporary Removal

Contents whilst temporarily removed for cleaning renovation repair or similar purposes to any premises you do not occupy and whilst in transit to and from such premises

excluding

- a) property lost destroyed or damaged by theft whilst in transit
- b) losses occurring outside the Geographical Limits

The amount payable for Contents will not exceed the lesser of

- 1) the amount which would have been payable had the loss occurred in that part of the Premises from which the Contents are temporarily removed or
- 2) 10% of the Sum Insured for Contents

### **Contracting Purchasers**

If at the time of loss or destruction of or damage to Property you have contracted to sell your interest in any Buildings covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the Property is not insured elsewhere against such Damage by or on his behalf) be entitled to benefit under this Policy until completion of the purchase without affecting your rights and liabilities under this Policy or those of the Insurers

### **Replacement of Locks**

The cost of replacement of locks following theft of keys to the Premises

- a) following a hold-up accompanied by violence or threat of violence whilst such keys are in your personal custody or that of any of your directors partners or authorised Employees
- b) involving entry to or exit from your business premises by forcible and violent means
- c) involving entry to or exit from your residence or that of any of your directors partners or authorised Employees by forcible and violent means

Provided that the Insurers' liability for this cover will not exceed £1000 in any one Period of Insurance

### **Cost of Metered Water or Oil**

The cost or value of metered water or domestic heating oil lost following accidental damage to fixed water or heating installations in the Premises subject to a limit of £10,000 in any one Period of Insurance

Provided that the Insurers shall not be liable for any claim in respect of a building which is empty or not in use

### **Damage to Landscaped Gardens**

The cost of restoring any damage done to landscaped gardens by the Emergency Services in attending the Premises as a result of the operation of any peril insured by this Section subject to a limit of £2,500 in any one Period of Insurance

### **Trace and Access**

The reasonable costs incurred in locating the source of Damage at the Premises caused by escape of water or oil as insured by this Section subject to a limit of £10,000 each and every claim

### **Glass Sanitary Ware and Underground Services**

Unless insured elsewhere in this Section the indemnity provided herein extends to include subject to the Exclusions of this Section accidental Damage to

- a) fixed glass baths bath panels washbasins pedestals sinks splash backs shower trays bidets toilet pans toilet seats and toilet cisterns within the Buildings
- b) underground service pipes and cables the property of the Insured for which they are responsible at the Premises

### **Clearance of Drains**

The indemnity provided by this Section extends to include costs and expenses incurred in clearing and cleaning drains gutters sewers drain inspection covers and similar underground service areas for which you are responsible in consequence of any peril insured by this Section subject to a limit of £2,500 each and every claim

### **Contract Works**

The insurance by each item on Buildings extends to include Contract Works to the extent to which you have contracted to arrange cover subject to a limit of £25,000 each and every claim at any Premises

This insurance shall only apply in so far as the Contract Works are not otherwise insured



### **Further Investigation Expenses**

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

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

### **Unauthorised Use of Electricity Gas or Water**

The cost of metered electricity gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without your authority subject to the Insurers' liability not exceeding £10,000 in any one Period of Insurance

Provided that such Premises have been inspected weekly by a responsible person on your behalf and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

### **Additional Sprinkler Costs**

The costs incurred in upgrading an automatic sprinkler installation to the current LPC Rules solely as imposed upon you by the Insurers following Damage to the Buildings provided that at the time of Damage the installation conformed to the 28<sup>th</sup> or 29<sup>th</sup> Edition Rules or to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules

### **Theft Damage to Buildings**

If Defined Peril 9) Theft or Attempted Theft is operative We will indemnify You for Damage to the Premises for which You are responsible which does not involve forcible and violent entry to or exit from Buildings.

Our maximum liability is up to £25,000 in the aggregate during any one Period of Insurance.

### **Value Added Tax**

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

Provided that

- a)
  - i) the Insured's liability for tax arises solely as a result of the reinstatement or repair of the Buildings to which such Item relates following Damage
  - i) the Insurers have paid or agreed to pay for such Damage
  - ii) if payment made by the Insurers in respect of reinstatement or repair of such damage shall be less than the actual cost of reinstatement or repair any payment under this Clause resulting from the Damage shall be reduced in like proportion
- b) the Insured's liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings
- c) where rebuilding takes place upon another site the Insurers liability under this provision shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
- d) the Insurers liability under this Clause shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax Provisions to the contrary elsewhere in this Policy are over-ridden as follows in respect of those Items to which this Clause applies
  - i) for the purpose of the Limit of Liability Clause or Day One Value Basis Clause (whichever is applicable) rebuilding costs shall be exclusive of Value Added Tax
  - ii) the liability of Insurers may exceed the Sum Insured by an Item or in the whole the total Sum Insured where such Excess is solely in respect of Value Added Tax

## Condition Precedent to This Section

### Unoccupancy Condition

It is a condition precedent to Insurer's liability that the following precautions be taken at any empty disused or Unoccupied Building

- 1) Gas supply to be turned off at the main
- 2) Water supply to be turned off at the stopcock where it enters the premises and the water installation fully drained down
- 3) Electricity supply to be turned off at the main

If it is necessary for essential circuits to be left on such as for intruder/fire alarm systems or lighting such as for periodic security visits it must be ensured that the wiring to those parts is in a safe and satisfactory condition. Non-essential circuits should be isolated either by turning off at the main switch or by removal of fuses

All letterboxes should be sealed to prevent insertion of flammable material

All combustible contents especially waste should be removed from the premises. The premises must be made secure with

- mortice deadlocks conforming to BS3621 or close shackle padlocks with matching locking bar on all external doors or shutters
- all ground and lower floor glazed areas and upper floor windows if accessible from flat roofs or other forms of access and glass in doors should be boarded over using 19mm thickness shuttering grade plywood

Existing intruder alarms should continue to be used

If there is any form of perimeter site security such as fencing and gates these should be maintained in good condition

The premises should be visited at least once a week and a thorough inspection carried out internally and externally. A log detailing times and dates of visits must be maintained

## Section 2 - Rental Income

This Section applies only if stated as **INSURED** in the Policy Schedule

### Insuring Clause

In the event of Damage for which the Insurers are liable under Section 1 of this Policy during the Period of Insurance the Insurers will indemnify you against loss of Gross Rentals and additional expenditure to the extent described in the Basis of Payment hereunder up to the Limit of Liability

### Definitions to This Section

Note (1) To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax

Note (2) For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

### Estimated Gross Rentals

amount declared by you to the Insurers as representing not less than the Gross Rentals which it is anticipated will be earned by your Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period stated in the Schedule applicable to this Section exceeds 12 months)

### Gross Rentals

money paid or payable to you for tenancies and other charges and for services rendered in the course of your Business at the Premises

### Indemnity Period

period beginning with the occurrence of Damage and ending not later than the Maximum Indemnity Period stated in the Schedule applicable to this Section thereafter during which the results of the Business shall be affected in consequence thereof

### Limit of Liability

The Insurers liability under this Section will not exceed 200% of the Sum Insured for each Item

in total 200% of the Total Sum Insured stated in the Schedule applicable to this Section

Provided that if the Sum Insured for each Item is less than the annual Gross Rentals at the inception of the Period of Insurance the amount payable for such Item shall be proportionately reduced

### Basis of Payment

The amount payable shall be

1) in respect of loss of Gross Rentals

the amount by which the Gross Rentals during the Indemnity Period shall in consequence of Damage fall short of the Gross Rentals which would have been received had the Damage not occurred

2) in respect of additional expenditure

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of Damage but not exceeding the amount of reduction in Gross Rentals thereby avoided

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rentals as may cease or be reduced in consequence of Damage

## **Underinsurance Condition**

If any Sum Insured in respect of Gross Rentals is less than the Annual Gross Rental (or such multiple thereof that the Maximum Indemnity Period compares to 12 months if the Indemnity Period is longer) the amount payable for Gross Rentals will be proportionately reduced and you will be considered as your own insurer for the difference

## **Special Condition to This Section**

If during the Indemnity Period the Business shall be conducted elsewhere than at the Premises the money paid or payable to you for tenancies and other charges and for services rendered at such other premises shall be brought into account in arriving at your Gross Rentals during the Indemnity Period

### **IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION FOR THE FOLLOWING**

#### **Denial of Access**

Loss of Gross Rentals and additional expenditure as a result of Damage as insured by this Section to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not

Provided that the liability in the Insurers in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the Schedule or £100,000 whichever is the lesser

#### **Managing Agents Premises**

The insurance by each item on Gross Rentals is extended to include loss as insured resulting solely from Damage by any of the Defined Perils stated as insured in the Schedule to Buildings or other property at any location in the United Kingdom owned or occupied by the Insured's managing agents for the purposes of their business in consequence of which rent receivable by you is reduced

Provided that the liability in the Insurers in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the Schedule or £100,000 whichever is the lesser

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

If as a result of Damage the Insurers are paying indemnity in respect of loss of Gross Rentals and the payment by the Insurers to you is made later than the date upon which you would normally have expected to receive the Rent from a lessee the Insurers will pay a further sum representing the investment interest lost to you during the delay period subject to the Insured being responsible for the first £500 of each and every claim

Provided that the liability in the Insurers in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the Schedule or £100,000 whichever is the lesser

#### **Rent of Residential Buildings**

In the event that Buildings occupied solely or at least 80% for residential purposes suffer Damage and no Sum Insured on Gross Rentals for the residential portions has been allocated then this Policy extends to include such loss of Gross Rentals including Costs of Re-letting and Additional Expenditure incurred during the Indemnity Period

For the purposes of this cover

Costs of Reletting shall mean the costs necessarily and reasonably incurred in reletting the Buildings (including legal fees in connection with the re-letting)

Additional Expenditure shall mean the expenditure (other than recoverable as Costs of Re-letting) necessarily and reasonably incurred solely to avoid or diminish the loss of Gross Rentals

Any underinsurance condition applying to this Section is deleted

The Insurers will also 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 Insurers liability shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned

### **Unlawful Occupation**

Loss of Gross Rentals in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being

- 1) occupied by terrorists or persons thought to be terrorists
- 2) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group or workers

thought to contain or actually containing a harmful device provided that the police are immediately informed.

It is understood that the Insurers shall not be liable for:

- a) loss arising from any cause within your control
- b) loss as a result of physical loss or destruction of or damage to property
- c) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear or tear
- d) any incident involving prevention or hindrance of access to or use of the Premises for less than 12 hours duration

Provided that the liability of the Insurers shall not exceed £10,000 in any one Period of Insurance

### **Professional Charges**

The reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under General Condition (1) and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents Provided that the sum of the amount otherwise payable under this Section shall in no case exceed the Limit of Liability herein

### **Automatic Reinstatement of Sum Insured**

In the event of Damage the Sums Insured by this Section will be automatically reinstated from the date of the Damage unless written notice is given to the contrary either by the Insurers or by you provided always that in the event of reinstatement you will pay any such additional premium as may be requested for such reinstatement from that date

## **Section 1 - Buildings and Contents and Section 2 - Rental Income**

**IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THE ABOVE SECTIONS FOR THE FOLLOWING**

### **Automatic Cover (Newly Acquired Properties)**

Automatic cover for premises newly acquired by you in the United Kingdom to the extent that your interest is not protected by any other more specific insurance

Provided that

- a) as soon as reasonably practicable you shall notify the Insurers in writing of each premises acquired and arrange specific cover with the Insurer
- b) this cover shall operate for a maximum period of 30 days from the date you acquired their interest in the premises
- c) the Insurers' maximum liability any one claim for Buildings and Gross Rentals shall not exceed £750,000 in respect of any premises
- d) in respect of any premises purchased for renovation refurbishment or redevelopment the Basis of Payment shall be indemnity

### **Alterations and Additions to Premises**

In the event that alterations and additions to the Premises are effected during the Period of Insurance and are not more specifically insured the under noted increases in cover shall apply from practical completion of the work until the renewal date immediately following such completion

In respect of Buildings – the Declared Value and/or Sum Insured (as appropriate) shall be increased by such percentage as represents the value of the alterations or additions not exceeding either 10% or £750,000 whichever is the less

In respect of Gross Rentals – if the Gross Rentals is to increase following completion of the alterations or additions the Sum Insured shall be increased by the anticipated amount of the additional Gross Rentals for the Indemnity Period not exceeding either 10% or £250,000 whichever is the less

## Section 3 - Property Owners Liability

This Section applies only if stated as **INSURED** in the Policy Schedule

### Insuring Clause

In the event of accidental

- 1) Injury to any person
- 2) loss of or accidental damage to material property
- 3) loss of amenities nuisance trespass or interference with any right of way air or water

occurring during the Period of Insurance and arising in connection with your ownership of or responsibility for the Property insured by Section 1 of this Policy the Insurers will indemnify you in respect of your liability at law for compensation together with Costs and Expenses

### Basis of Payment

The liability of the Insurers will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

In addition the Insurers will pay Costs and Expenses

### Exclusions to this Section

This Section does not cover

#### Excess

- 1) the first £250 of each and every claim in respect of (2) of the Insuring Clause to this Section only

#### Fines liquidated damages or penalties

- 2) liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

#### Injury to Employees

- 3) liability to any Employee for Injury arising out of and in the course of their employment by you

#### Property in your Custody or Control

- 4) physical loss of or damage
  - a) property belonging to you or in your custody or under your control or that of any Employee (other than property belonging to your visitors directors partners or Employees)
  - b) that part of any property on which you or any of your Employees or agents are or have been working where the physical loss or damage results from such work

#### Deliberate Acts

- 5) liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

#### Contractual Liability

- 6) liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

### **Advice and Professional Services**

- 7) liability caused by or arising from
  - a) any advice design or specification given by you or on your behalf for a fee
  - b) professional services rendered by you or on your behalf

### **Aircraft Hovercraft and Watercraft**

- 8) liability caused by or arising from the ownership possession or use by you or on your behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

### **Mechanically propelled vehicles**

- 9) liability caused by or arising from the ownership possession or use by or on behalf of you of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### **Cyber Liability**

- 10) liability arising directly or indirectly out of
  - a) loss of alteration of or damage to or
  - b) reduction in the functionality availability or operation of

any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

### **Asbestos**

- 11) Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

### **Mildew Mould Spore(s) or Allergens**

- 12) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

### **Component Building Material**

- 13) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.



## **IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION FOR THE FOLLOWING**

### **Indemnity to Others**

- 1) If you so request
  - a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against you
  - b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- 2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- 3) Any principal in like manner to you where any contract or agreement entered into by you for the performance of work so requires in respect of the principal's liability arising from the performance of work by you

### **Cross Liabilities**

Each person to whom this Section applies in the same manner and to the same extent as if a separate policy had been issued to each provided that the total amount of compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section

### **Compensation for Court Attendance**

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- 1) by you or any of your directors or partners £250 per day
- 2) by any of your Employees £100 per day

### **Health and Safety at Work etc Act Defence Costs**

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- 1) in defending any prosecution for breach of duty
- 2) with the Insurers' consent in an appeal against a conviction resulting from a prosecution

under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed during the Period of Insurance where the circumstances may otherwise give rise to a claim under this Section

excluding any claim arising from a deliberate or premeditated act event or omission which any person seeking indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act or Order

### **Defective Premises Act**

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by you in connection with your Business

excluding any liability for

- a) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- b) any physical loss of or damage to such premises

### **Sudden and Unintended Pollution**

Pollution is excluded by General Exclusion 1(c) of this Policy but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution

- 1) which results from a sudden identifiable unintended and unexpected incident and
- 2) such incident occurs entirely at a specific and identified time and place while this Policy remains in force

provided that

- a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
- b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
- c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

## Section 4 - Employers' Liability

This Section applies only if stated as **INSURED** in the Policy Schedule

### Insuring Clause

In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by you in connection with your Business within the Geographical Limits the Insurers will indemnify you against all sums that you shall become legally liable to pay as compensation in respect of such Injury together with Costs & Expenses

### Definitions to This Section

#### Offshore

means from the time of embarkation by an Employee onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an Employee from a conveyance onto land upon return from either an offshore rig or offshore platform

### Basis of Payment

The liability of the Insurers for compensation and Costs and Expenses will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for any one claim or series of claims arising from one source or original cause

The Insurers may at any time pay to you or anyone else entitled to indemnity under this Section

- 1) the amount stated as the Limit of Indemnity in the Schedule applicable to this Section after deducting any sum or sums already paid as compensation and any Costs and Expenses paid by the Insurers or
- 2) any lesser amount for which any claim or claims can be settled

and upon such payment the Insurers will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for Costs and Expenses incurred or which can be recovered in respect of action taken before the date of the Insurers' payment under this Section

Any sum paid will be inclusive of all Costs and Expenses incurred and no further sums will be payable by the Insurers

### Exclusions to This Section

There will be no indemnity under this Section for

#### Work Offshore

- 1) you or anyone claiming indemnity under this Section in respect of liability arising Offshore

#### Indemnity for Directors Partners and Employees

- 2) liability of any of your directors partners or Employees for which you would not have been entitled to indemnity if the claim had been made against you

#### Fines or Penalties

- 3) the payment of fines or penalties

#### Mechanically Propelled Vehicles

- 4) Injury to any Employee whilst
  - a) carried in or upon
  - b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

## **Asbestos**

- 5) liability arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub- Limit of Indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of the Insurers that the Insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

## **Jurisdiction**

- 6) for compensation or Costs and Expenses arising from an action brought in a court of law outside the Geographical Limits

## **Special Condition to the Employers' Liability Section**

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but you shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

### **IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION FOR THE FOLLOWING**

#### **Indemnity to Others**

- 1) If you so request
  - a) any of your directors partners or Employees in respect of liability for which you would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against you
  - b) any officer or member of your social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- 2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- 3) Where any contract or agreement entered into by you so requires any principal in like manner to you in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an Employee

Provided that they observe the terms of this Policy as far as they can apply

#### **Contractual Liability**

Subject to Exclusion (3) of this Section where any contract or agreement entered into by you so requires liability assumed by you by virtue of such contract or agreement but only in so far as concerns liability to an Employee

#### **Cross Liabilities**

Each person to whom this Section applies in the same manner and to the same extent as if separate policy had been issued to each provided that the total amount of compensation payable will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section

### **Health and Safety at Work etc Act Defence Costs**

You and also at your request any of your directors partners or Employees for legal costs and expenses incurred

- 1) in defending any prosecution for breach of duty
- 2) with the consent of the Insurers in an appeal against a conviction resulting from a prosecution

under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance where the circumstances may otherwise give rise to a claim under Section

excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act or Order

### **Compensation for Court Attendance**

In the event of the following persons attending court at the request of the Insurers in connection with a claim under this Section the Insurers will compensate you at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- 1) by you or any of your directors or partners £250 per day
- 2) by any of your Employees £100 per day

### **Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained against someone other than you

- 1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any Employee or their representative
- 2) in respect of Injury arising out of and in the course of your Employee's employment or engagement by you

which remains unsatisfied in whole or in part six months after the date of such judgement the Insurers will at your request pay to your Employee or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) the judgement relates to Injury which would otherwise be covered under this Section
- c) any payment made by the Insurers will be only in respect of liability for which you would have been entitled to indemnity under this Section had judgement been made against you
- d) the Insurers are entitled to take over and prosecute for their own benefit any claim made against any other person and you and your Employee or their representative must provide all information and assistance required by the Insurers