

**PROPERTY OWNERS  
POLICY WORDING**

## INDEX

	Page
Important Information	
Your Right to Cancel	3
Termination	3
Making a Claim	3
Making a Complaint	3
About Our Regulator	4
Applicable Compensation Schemes	4
How We Use Your Information	4
Employers' Liability Tracing Office	5
Introduction	6
General Definitions	7
General Conditions	10
General Exclusions	18
Section A   Material Damage	21
Section B   Loss of Rent	32
Section C   Liability	39

## **IMPORTANT INFORMATION**

### **YOUR RIGHT TO CANCEL**

If this policy does not meet your requirements please return all documents and certificates to the broker who arranged the policy within fourteen days of receipt. Provided you have not made a claim we will return the premium in accordance with the General Condition 4 – Cancellation.

### **TERMINATION**

If you wish to terminate this policy at any other time, please contact your insurance broker. Provided you have not made a claim we will allow a refund of premium in accordance with the General Condition 4 – Cancellation.

### **MAKING A CLAIM**

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact your insurance broker who arranged the policy for you. Your insurance broker will be able to supply you with the relevant claim form and will inform us, and we will deal with your claim in a fair and impartial way and as quickly as possible.

### **MAKING A COMPLAINT**

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

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

Choice Insurance Agency Ltd  
Suite 3  
4a Southchurch Road  
Southend-on-Sea  
Essex  
SS1 2NE

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

*Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA*

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in the 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 had considered your

complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **ABOUT OUR REGULATOR**

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## **APPLICABLE COMPENSATION SCHEMES**

As a result of ASML's regulatory status, the Financial Services Compensation Scheme (FSCS) may be available to satisfy your claims if we are unable to meet our obligations to you under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract and your eligibility. Further information about the Scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

## **HOW WE USE YOUR INFORMATION**

We may use the personal and business details you have given us or which are supplied by third parties including directors, officers, partners and employees to: provide you with a quotation; deal with your Policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer your Policy and to handle claims and prevent fraud; support the development of our business by including your details in customer surveys and for market research and compliance business reviews which may be carried out by third parties acting on our behalf.

We may need to collect 'special category' data relating to insured persons, which under the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA), includes information relating to health. In addition, we may also need to collect data about criminal convictions or offences. These types of information may be required for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

Personal data may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of applicable data protection laws.

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge.

Please contact:

Data Protection Officer  
Argenta Syndicate Management Limited  
5th Floor  
70 Gracechurch Street  
London EC3V 0XL

For further detailed information about how we process personal data please refer to our privacy policy on our website at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>. Alternatively you can request a copy of our privacy policy by writing to the above address.

## **EMPLOYERS' LIABILITY TRACING OFFICE**

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's 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 available form as required by the Employers' Liability Insurance: Disclosure By Insurers 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 the 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'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- 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 insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.**

## INTRODUCTION

Please read this policy together with the Schedule and notify us immediately of any errors or omissions.

The Schedule attached to this booklet provides details of the sections that are operative and the cover that has been agreed.

This Introduction, the General Definitions, General Conditions, General Exclusions, Sections, the Schedule and any Endorsements all form part of this Policy. There are also conditions contained in this Policy that are conditions precedent to Our liability. It is important that You comply with any conditions precedent in addition to Your duties under each section and under the Policy as a whole. If You breach any of these We may deny Your claim, or reduce the amount We pay You.

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the General Condition – Insurance Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

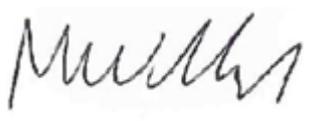
Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the General Condition – Alteration where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

If you are in any doubt about any of the above you should consult your insurance broker or advisor.

We will provide the insurance described in this Policy subject to its terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which you shall pay and we shall agree to accept the premium.

Signed on behalf of the Insurers



Choice Insurance Agency Ltd  
Acting on behalf of Argenta Syndicate 2121 at Lloyd's.

## GENERAL DEFINITIONS

### Buildings

The Buildings at the Premises shown in the Schedule and including:

- (a) fixtures and fittings in or on the building including fitted carpets
- (b) furnishings and other contents of common parts of the Premises
- (c) Outbuildings, extensions and annexes
- (d) telephone, gas, water, sewage and electrical instruments, meters, piping, cabling and the like and all accessories pertaining to them including similar property in adjoining yards or roadways or underground and relating to the Premises
- (e) concrete, paved or asphalt roads, yards, vehicle parks, pavements or paths
- (f) outdoor tennis courts and swimming pools
- (g) fixed glass, sanitaryware and signs
- (h) walls, gates and fences
- (i) street furniture

all Your property or for which You are responsible

### The Business

Your Business as described in the Schedule including

- a) the ownership, repair and maintenance and decoration of Your premises
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee
- c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse

### Damage

Loss destruction or damage.

### Data

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

### Defined Perils

Fire; lightning; explosion; aircraft or other aerial devices or articles dropped from them; riot; civil commotion; strikers; locked-out workers; persons taking part in labour disturbances; malicious persons (other than thieves); earthquake; storm; flood; escape of water or oil from any tank apparatus or pipe; impact by any road vehicle or animal; theft or attempted theft; subsidence, landslide or heave.

### Employee

- (a) a person under a contract of service or apprenticeship with You or who is retired from full-time employment with You but who is still working for You as a consultant under Your control or direction
- (b) a labour master or labour only sub-contractor or person supplied or employed by them

- (c) a self employed person
- (d) a person hired to or borrowed by You including but not limited to a person on secondment from another employer
- (e) a person under a work experience or training scheme
- (f) voluntary workers
- (g) a person supplied to You under a contract or agreement the terms of which deem such person to be in Your employment

whilst working under Your direction and control in connection with the Business

**Excess**

In respect of Section A:

The first part of each and every loss which You agree to pay after the application of any under-insurance condition.

In respect of Section C:

The total amount inclusive of claimant's costs fees and expenses as stated in the Schedule payable by You or any other person entitled to receive indemnity before We are liable to make any payment. It being agreed that if any payment made by Us shall include this amount such amount shall be repaid to Us forthwith.

**Indemnity Period**

The period reasonably necessary for Reinstatement of the Damage, beginning with the occurrence of the Damage or event and lasting no longer than the Maximum Indemnity Period.

**Injury**

Death, bodily injury, illness or disease of or to any person

**The Insured/You/Your**

The person(s), company or group of companies, or legal liability partnership stated in the Schedule as The Insured.

**The Insurers/We/Us/Our**

Argenta Syndicate 2121 at Lloyd's

**Landlord's Contents**

Furniture, carpets (other than fitted carpets), furnishings and all other Property owned by You or for which You are responsible within the Buildings but excluding

- (i) landlord's fixtures and fittings
- (ii) contents in common parts of the Buildings
- (iii) computer and photographic equipment
- (iv) jewellery, stamp, coin and other collections, articles of precious metal, clocks, watches, furs, works of art or paintings
- (v) clothing, personal belongings and pedal cycles

(vi) stock and materials in trade

**Maximum Indemnity Period**

The number of months as stated in the Schedule.

**Offshore**

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

**Outbuildings**

Any structure which does not incorporate permanent foundations below ground level and/or which is not capable of being properly secured

**Period Of Insurance**

The period shown in the Schedule for which We accept payment of a premium.

**Pollution**

Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants.

**The Premises**

The building(s) and land within the boundaries at the address (es) shown in the Schedule.

**Product**

Any property (including packaging, containers and labels) after it has left Your custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by You or on Your behalf

**Property**

Material property but not including Data

**Rent**

The money paid or payable to You by the tenants in respect of rental of the Premises including ground rent and management charges.

**Resident(s)**

Any person authorised under the terms of the lease, tenancy agreement or rental agreement who lives in the Premises used for residential purposes and any member of their family residing with them.

**Territorial Limits**

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above

**Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political,

religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **GENERAL CONDITIONS**

### **OBSERVANCE OF TERMS**

1. You must at all times observe the terms of this policy.

### **INSURANCE VOIDABLE**

2. This policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

However, We agree not to void the Policy provided that:

- (a) such misrepresentation or non-disclosure has not been deliberate or reckless
- (b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had been fairly presented or had been disclosed, We would not have entered into this Policy on any terms.
- (c) We shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration.

If at the time of Damage, claim or loss the premium charged to You would have been higher but for the misrepresentation or non-disclosure in any material particular Our liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

### **ALTERATION**

3. This policy shall be terminated if:
  - (a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
  - (b) Your interest ceases other than by death or
  - (c) any significant alteration is made including
    - (i) if the Premises are not in a good state of repair
    - (ii) if any work is being carried out on the Premises other than routine maintenance or decoration
    - (iii) any change in tenancy of the Premises (other than in respect of residential properties which remain in the same type of residential use)
    - (iv) disposal or acquisition of Premises
    - (v) if any building, demolition or excavation work is being carried out on an adjoining premises

(vi) or any other circumstances whereby the risk is increased

at any time after the commencement of this Policy unless its continuance be admitted by Us and in respect of 3(c) We agree not to avoid the Policy provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
- (ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the alteration.
- (iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.
- (iv) in respect of any increase in risk of Damage resulting from an alteration, act or omission which occurs without Your knowledge or consent We are notified immediately You are aware.

#### **CANCELLATION**

##### **4. *Your Rights***

Within fourteen days of receipt of the policy documentation You may cancel this insurance by writing to the insurance intermediary who arranged the cover on your behalf or returning the policy direct to Us at the address shown confirming such cancellation. Provided there have been no claims and You know of no incidents which might lead to a claim We will refund Your premium in full.

After this fourteen day period has elapsed You may cancel the policy by giving thirty days' written notice to the insurance intermediary who arranged the cover or by writing to Us at the address shown confirming such cancellation. Provided there have been no claims We will refund a proportionate part of Your premium.

##### ***Our Rights***

We may cancel this insurance by sending thirty days notice of cancellation to Your insurance intermediary whereupon You shall become entitled to a refund of a proportionate part of the premium. For cancellation following default in payment of premium the period of notice may be reduced to seven days.

Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter post and properly addressed.

#### **REASONABLE PRECAUTIONS**

5. It is a condition precedent to Our liability under this Policy that You shall:-
- (a) maintain the Premises, machinery, plant and equipment in a good state of repair
  - (b) take all reasonable precautions for the safety of the property insured
  - (c) take all reasonable precautions to prevent Damage, accident or injury

- (d) comply with all statutory requirements and other safety regulations imposed by any authority
- (e) exercise care in the selection and supervision of employees
- (f) take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

#### **CHOICE OF LAW AND JURISDICTION**

6. The laws of England and Wales shall be the law under which all disputes and/or conflicts under this insurance shall be governed and English courts shall have exclusive jurisdiction over any matter relating to this insurance.

#### **CLAIMS CONDITIONS**

7. (a) It is a condition precedent to Our liability under this policy that You shall:
- (i) advise Us within fourteen days of any Damage, accident or injury which may give rise to a claim
  - (ii) notify the police as soon as practicable of Damage caused by thieves or malicious persons or of any loss of money whatsoever
  - (iii) do and permit to be done all things reasonably practicable to minimise the Damage or to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
  - (iv) as soon as practicable forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry
  - (v) at Your expense, submit to Us in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that We may reasonably require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to Us within:
    - seven days of the occurrence in the case of Damage caused by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons
    - thirty days of any other occurrence
    - thirty days of the end of the Indemnity Period in the case of claims for Business Interruption
  - (vi) not negotiate, pay, settle, admit or repudiate any claim without Our written consent
- (b) We shall be entitled:
- (i) following any Damage in respect of which a claim is made to

enter, take or keep possession of the Premises where such Damage has occurred and to take possession of, or require to be delivered to Us, any property insured and deal with such property for all reasonable purposes and in a reasonable manner. Such steps as are taken pursuant to this Claims Condition 7(b) (i) shall be taken without prejudice to any rights which may have accrued to Us prior to that date nor shall such steps be deemed to be confirmation that the Policy responds to any claim. However, property may not be abandoned to Us whether we have taken possession of the property or not

- (ii) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
  - (iii) at any time to pay the Limit of Indemnity, the Limit of Liability or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.
- (c) If the terms of Conditions 7(a) or 7(b) have not been complied with, and as a direct consequence, the amount for which We are liable under this Policy has increased, then no payment shall be made by Us in respect of the amount of such increase.
- (d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.
- (e) **Arbitration:**  
If any difference should arise between You and Us as to the amount to be paid under this insurance (liability being otherwise admitted) such dispute shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is to be referred to arbitration as permitted by this condition the making of an award shall be a condition precedent to any right of action against Us.
- (f) **Under-Insurance:**  
If at the time of any Damage the Sum Insured for any item(s) is less than the total value of the item(s), You shall be considered as being Your own insurer for the difference and shall bear a proportionate share of the loss accordingly.
- (g) **Contribution:**  
If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in

whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

#### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999**

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

#### **INSURED'S COMPLIANCE**

9. You shall at all times in addition to Your obligations set out in 7 above provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.

#### **LONG TERM AGREEMENT CLAUSE**

10. Where the Schedule shows that this General Condition is operative a discount has been allowed from the premium in consideration of You having undertaken to offer the renewal of this insurance at the same terms and conditions for the period stated and to pay the premium annually in advance provided that:
- (i) the Sum Insured may be adjusted at any time to correspond with any reduction or increase in:
    - (a) value if this insurance covers property Damage
    - (b) the Business if this insurance covers Business Interruption
  - (ii) this undertaking shall apply to any insurance or insurances issued by Us in place of this policy
  - (iii) the premium shall be subject to revision at any time following any alteration in physical hazard and/or increase in liabilities;
  - (iv) at any renewal date We may require revised terms or conditions and if You do not accept such terms or conditions the agreement set out in this Condition shall lapse;
  - (v) We shall be under no obligation to accept an offer made under this Condition.

#### **SUBJECTIVITIES**

11. It is a condition precedent to Our liability that You
- (i) provide Us by the required date(s) with any additional information requested
  - (ii) complete by the required date(s) any actions agreed between You and Us

(iii) allow Us to complete any actions agreed between You and Us.

If required by Us, You must allow Us access to the Premises, Your contract sites, and/or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions
- (iii) require You to make alterations to the Premises insured or to the Business by the required date(s)
- (iv) exercise Our right to cancel Your policy
- (v) leave the policy or Section terms and conditions and Your premium unaltered

We will contact You with Our decision and where applicable specify the date(s) by which:

- (i) any action(s) agreed must be completed by You and/or
- (ii) any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved

- (i) You have the right to cancel this policy from a date agreed by You and Us and providing no claims have been made We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may at Our option exercise Our right under General Condition 4 - Cancellation.

The above Condition does not affect Our right to void the policy as specified in General Condition 2.

#### **FINANCIAL OR TRADE SANCTIONS**

12. We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance either You or Us may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address.

After such cancellation We shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (i) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to Us by You

and

- (ii) no claims have been paid by Us or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect

#### **SEVERAL LIABILITY**

13. The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions. The Insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

#### **FRAUD**

14. If a claim is in any respect fraudulent or if any fraudulent means or devices be used by You or anyone appointed to act on Your behalf to obtain any benefit under this Policy or if any Damage, claim or loss is occasioned by the wilful act or connivance of You, We will:
- (a) have no liability to pay any part of or the whole of the fraudulent claim
  - (b) be entitled to refuse all claims arising after the fraudulent action
  - (c) remain liable for legitimate claims before the fraudulent action
  - (d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

#### **UNOCCUPIED PREMISES CONDITION**

15. In respect of
- (i) any residential property which has been unoccupied for 30 or more consecutive days
  - (ii) unoccupied blocks of flats
  - (iii) any other Premises or part of a Premises which is left unoccupied

Cover will be limited to Fire, Lightning, Explosion & Aircraft cover only.

It is a condition precedent to Our liability that You must comply with the following

- (a) the gas supply must be turned off at the main
- (b) the water supply must be turned off at the main and the water installation fully drained down unless
  - (i) for the period 1<sup>st</sup> October to 30<sup>th</sup> April the Premises has low pressure hot water heating systems which are to remain on and
  - (ii) the mains services to the heating installation(s) are maintained in good condition and boilers are regularly serviced

- (c) the electricity supply to be turned off at the main except if it is necessary for essential circuits to be left on for
  - (i) intruder alarm systems
  - (ii) fire alarm systems
  - (iii) low pressure hot water heating systems
  - (iv) lighting for periodic securityand it must be ensured that
  - (1) the wiring to those parts is in safe and satisfactory condition
  - (2) non-essential circuits are isolated either by turning off at the main switch or by removal of fuses
- (d) all letterboxes to be sealed to prevent any insertion
- (e) all combustible contents to be removed from the Premises
- (f) the Premises to be made secure to prevent unauthorised entry with all glazed doors and ground, basement and other vulnerable windows to be securely boarded up unless either
  - (i) a security company is engaged to visit at night and an intruder alarm giving full external protection is operative or
  - (ii) a security company is engaged to guard the Premises on a 24 hour basis
- (g) any fire or theft protection/detection equipment to be maintained in efficient working order
- (h) the Premises to be visited at least once a week by a responsible adult and a thorough inspection carried out with a written record of visits maintained

We will not pay in respect of Damage caused by renovation or building work

## GENERAL EXCLUSIONS

### 1 RADIOACTIVE CONTAMINATION

This insurance does not cover Damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (d) 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
- (e) 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 chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

### 2 SONIC BANGS

This insurance does not cover Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 WAR & SIMILAR RISKS

- (a) This insurance does not cover Damage or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like 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.
- (b) This insurance also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 3 (a) above.

#### **4 ELECTRONIC RISK**

This insurance does not cover

- (a) Damage, distortion, erasure, corruption or alteration of or
- (b) indemnity against any legal liability for Damage, distortion, erasure, corruption or alteration of

ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a Defined Peril results from any of the matters described in paragraph (a) above, this insurance, subject to all its terms conditions and exclusions, will cover physical Damage to property insured by this insurance directly caused by a Defined Peril.

#### **5 TERRORISM** ***Not applicable to Section C***

This insurance excludes Damage cost or expense of whatsoever nature occasioned by or happening through or in consequence directly or indirectly of

- (a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- (b) in Northern Ireland
  - (i) riot civil commotion
  - (ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion

This insurance also excludes Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where We allege that by reason of this definition any Damage is not covered by this insurance (or is covered

only up to a specified limit of liability) the burden of proving that such Damage is covered (or is covered beyond a specified limit of liability) shall be upon You.

In the event any portion of this clause is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## **6 DATE RECOGNITION EXCLUSION**

This insurance shall not cover liability of whatsoever nature or any physical Damage or any consequential loss 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 belonging to You or not, to

- (a) correctly recognise any date as its true calendar date; or
- (b) capture, save or 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; or
- (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
- (d) otherwise function correctly.

But this section shall not exclude:

- A. any ensuing physical Damage to property insured under Section A;
  - (i) resulting from a Defined Peril, and
  - (ii) which is not otherwise excluded;

nor

- B. any consequential loss, as covered under Section B of this insurance, which may arise from such ensuing physical Damage.

Provided that nothing in this or any other provision or extension of this insurance shall be construed to extend Our liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program, or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether Your property or not.

## **SECTION A MATERIAL DAMAGE**

### **COVER**

In the event of accidental Damage to the property insured described in the Schedule which occurs at the Premises during the Period of Insurance by any accidental cause not otherwise excluded We will pay You the value of the property at the time of Damage or the amount of the Damage or, at Our option, replace or reinstate the property.

Provided that Our liability in any one Period of Insurance shall not exceed in respect of any one item its Sum Insured or in the whole the Total Sum Insured or any other stated Limit of Liability.

### **CLAIMS SETTLEMENTS**

#### **DAY ONE BASIS:**

In the event of the property insured under each item of the Schedule on Buildings and Landlord's Contents being the subject of Damage giving rise to Our liability under this section the basis upon which Our liability in respect of each of the said items is to be calculated shall be the Reinstatement of the property which has been the subject of Damage.

For the purposes of this clause:

"Declared Value" means:

Your assessment of the cost of reinstatement of the property insured, arrived at in accordance with paragraph (a) of the Reinstatement definition (see below) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- (a) the additional cost of reinstatement to comply with Local Authority requirements;
- (b) professional fees;
- (c) debris removal costs.

"Reinstatement" means:

- (a) in the case of destruction, the rebuilding of or replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) where property is damaged, the repair of the damage or restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

#### **SPECIAL PROVISIONS**

- 1 The Declared Value for each item is as stated on the Schedule. At the inception of each Period of Insurance You shall notify Us of the Declared Value of the property insured by each of the said items. In the absence of a

declaration the last amount declared by You shall be taken as the Declared Value for the ensuing Period of Insurance (suitably adjusted for Index Linking where appropriate).

- 2 No payment shall be made beyond the value of the property insured at the time of Damage
  - (a) until the cost of Reinstatement has actually been incurred
  - (b) unless Reinstatement (which, subject to Our liability not being thereby increased, may be carried out upon another site and in any manner suitable to Your requirements) commences and proceeds without unreasonable delay
  - (c) if at the time of its Damage the property shall be insured by any other insurance effected by or on Your behalf which is not upon the same basis of Reinstatement
- 3 When any property insured is damaged in part only, Our liability shall not exceed the sum We could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 4 In respect of each item to which this clause applies, General Condition 7(f) – Under-insurance is amended to read:

If at the time of loss the Declared Value of the property covered by such item is less than the cost of reinstatement at the inception of the Period of Insurance, then Our liability shall be proportionately reduced.
- 5 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated herein, Your and Our rights and liabilities in respect of the Damage shall be subject to the terms and conditions of this Section including General Condition 7 (f), as if this clause had not been incorporated herein except that the Sums Insured shall be limited to 115% of the Declared Values as stated on the Schedule.
6. In the event of loss Our liability in respect of each item to which this clause applies shall not exceed its Sum Insured. The Sum Insured applicable to each item to which this clause applies is calculated by applying a 15% uplift to the Declared Value as stated in the Schedule (unless a different uplift is specified in the Schedule).

## **EXTENSIONS**

(These Extensions apply to your policy automatically)

### **1 GLASS**

We will pay for:

- (a) the cost of repair or replacement of lettering, alarm foil or other ornamentation work on glass provided that Our liability for any one occurrence shall not exceed £500
- (b) the reasonable costs of
  - (i) boarding up and temporary glazing pending replacement of broken glass
  - (ii) removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

## 2 LOCAL AUTHORITIES

The insurance in respect of Buildings and Landlord's Contents extends to include such additional cost of reinstatement of the insured property which has been the subject of Damage as may be incurred solely by reason of the necessity to comply with Building Regulations or local authority or other statutory requirements. Provided that:-

- 1 The amount recoverable under this Extension shall not include:-
  - (a) the cost incurred in complying with any of the aforesaid regulations or requirements
    - (i) in respect of Damage occurring prior to the granting of this Extension;
    - (ii) in respect of Damage not insured by this Section;
    - (iii) under which notice has been served upon You prior to the happening of the Damage
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Material Damage Section) of that portion of the property destroyed or damaged;
  - (b) the additional cost that would have been required to make good the property which has been the subject of Damage to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or requirements not arisen
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the Regulations or requirements referred to.
- 2 The work of reinstatement must be commenced and carried out within a reasonable period and in any case must be completed within twelve months after the Damage or within such further time as We may (during the said twelve months) agree in writing and may be carried out wholly or partially upon another site (if the aforesaid Regulations or requirements so necessitate) subject to Our liability under this Extension not being thereby increased.
- 3 If Our liability under any item of the Schedule apart from this Extension shall be reduced by the application of any of the terms and conditions of this Section, then Our liability under this Extension in respect of any such item shall be reduced in like proportion.
- 4 The total amount recoverable under this section for any property insured shall not exceed the Sum Insured shown against that item.

## 3 ARCHITECTS', SURVEYORS' AND CONSULTANTS' FEES

The Sum Insured by each item of the Schedule for Buildings and Landlord's Contents includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and Other Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its Damage as insured by this Section but not for preparing any claim.

Provided that Our total liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each item.

#### **4 DEBRIS REMOVAL**

The insurance of the property insured extends to include costs and expenses necessarily incurred by You with Our consent in:

- a) removing debris
- b) the clearing of drains and sewers providing services to or from the Buildings and for which You are responsible
- c) dismantling and/or demolishing
- d) shoring up or propping

of the portion or portions of the property insured that have sustained Damage insured by this Section.

Provided that

- i) We will only pay such costs following Damage which is insured by this Section
- ii) in respect of Damage to property insured comprising roads, yards, vehicle parks, pavements, gardens and the like Our liability in respect of any one occurrence shall not exceed
  - (1) 10% of the Sum Insured for Buildings or
  - (2) £100,000whichever is less
- iii) cover includes the property of others not owned by You but for which You are responsible up to an amount not exceeding £10,000 for any one occurrence
- iv) We will not pay for any costs or expenses
  - (1) incurred in removing debris elsewhere than from the site of such property which has been the subject of Damage and the area immediately adjacent to such site
  - (2) in respect of drains and sewers beyond a half mile radius of the site of the insured property
  - (3) arising from Damage to property not insured by this insurance
- v) Our liability under this Extension shall in no case exceed the Sum Insured or Declared Value (whichever is lower) in respect of that item

#### **5 TRANSFER OF INTEREST**

If at the time of Damage to any Building insured under this Section, You shall have contracted to sell Your interest in such Building and the purchase shall not have been but shall be subsequently completed, on the completion of the purchase the purchaser shall be entitled to the benefit of this insurance up to the date of completion so far as it relates to such Damage.

Provided that

- i) the property is not otherwise insured by or on behalf of the purchaser against such Damage

- ii) this Extension shall not prejudice the rights and liabilities of You or Us under this Section.

**6 WORKMEN**

Any trades person(s), company, firm or organisation may be allowed on the Premises and instructed by You to effect repairs and minor structural alterations in all or any of the Buildings without prejudice to this insurance.

**7 AUTOMATIC REINSTATEMENT OF SUM INSURED**

In consideration of the insurance not being reduced by the amount of any Damage You shall pay the appropriate extra premium on the amount of the Damage from the date of the Damage to the date of the expiry of the Period of Insurance.

**8 CAPITAL ADDITIONS**

This Section extends to cover the following property situated anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:-

- (a) any newly erected and/or newly acquired Buildings; and
- (b) alterations, additions and improvements to Buildings but not in respect of any appreciation in value;

Provided that:

- 1 Our maximum liability at any one situation shall not exceed :-
  - (a) 10% of the total Buildings Sum Insured by this Section, or
  - (b) £250,000whichever is the lower.
- 2 You provide particulars of any property in respect of which this extension is sought as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of Your responsibility.

**9 EMERGENCY SERVICES**

We will pay costs and expenses You incur to restore or repair grounds, landscaped gardens, pavements, road surfaces and any other property comprising the Premises damaged by the emergency services attending as a result of insured Damage to the Premises. Provided that Our maximum liability shall not exceed £5,000.

**10 FIRE BRIGADE**

We will pay the costs charged by the Fire Brigade directly relating to the extinguishing or fighting of fire at the Premises.

**11 LOSS AVOIDANCE**

We will indemnify You for costs You incur in taking reasonable but exceptional measures to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this insurance. Provided that:

- (a) the impending Damage did not stem from any reasonably foreseeable cause
- (b) indemnity under this insurance would have been a natural outcome to be expected in the absence of such measures
- (c) We are satisfied that the Damage has been avoided or reduced in consequence of the measures taken

- (d) the terms, conditions and exclusions of this insurance shall apply as if Damage had occurred
- (e) the amount payable by Us shall be no greater than the cost that would have been incurred had the measures not been taken and Damage had occurred
- (f) Our liability is limited to £100,000 any one occurrence or series of events arising out of one occurrence

## **12 TRACE AND ACCESS**

In the event of Damage resulting from escape of water or oil as insured by this insurance We will pay all costs necessarily and reasonably incurred in locating the source of such Damage and making good.

Provided that Our liability is limited to £1,000 any one occurrence or series of events arising out of one occurrence.

## **13 CHANGING LOCKS**

This insurance extends to cover the cost of changing locks at the Premises following the loss of keys during the Period of Insurance by:-

- (a) theft or any attempt thereat from the Premises or from Your home or that of an authorised director, partner or employee;
- (b) robbery whilst such keys are in Your personal custody or that of an authorised director, partner or employee;

Provided that:

- i) if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by You or an authorised employee in which case they shall be deposited in a secure place not in the vicinity of the safe.
- ii) Our liability is limited to £500 in respect of any one loss.

## **14 ADDITIONAL METERED WATER CHARGES**

The insurance by this Section extends to include additional metered water charges incurred by You and for which You are responsible as a result of Damage to the water installation at the Premises.

Provided that:

- i) The amount payable shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting Your normal consumption of water during the periods concerned
- ii) Damage in respect of any Building which is unoccupied is excluded
- iii) Our maximum liability under this Extension shall not exceed £10,000 in the aggregate during any one Period of Insurance
- iv) You shall take all practical steps to remedy the Damage to the installation as soon as it is discovered

**15 EXTINGUISHMENT EXPENSES**

We will pay the reasonable costs You incur for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding

- (a) costs other than as a direct result of Damage caused by a Defined Peril
- (b) any amount in excess of £5,000

**16 TEMPORARY REPAIRS**

We will pay the reasonable and necessary costs You incur (with Our consent) in making temporary repairs and erecting temporary buildings and/or contents following Damage subject to a limit of £25,000

**17 UNAUTHORISED USE OF ELECTRICITY, GAS, OIL OR WATER**

We will indemnify You for the cost of metered electricity, gas, oil or water for which You are legally responsible following its unauthorised use during the Period of Insurance by persons taking possession, keeping possession or occupying the Premises without Your authority. Provided that

- (a) all practical steps are taken to terminate the unauthorised use as soon as it is discovered
- (b) Our liability in respect of such costs is limited to £10,000 in any one Period of Insurance

**18 REMOVAL OF WASP AND BEE NESTS**

We will indemnify You for the costs incurred in removing wasp or bee nests from the Buildings at the Premises during the Period of Insurance provided that

- (a) We will not be liable for the cost of removing nests already in the Buildings prior to the inception of this insurance, and
- (b) Our liability shall not exceed £1,500 in respect of any one occurrence

**19 TREE FELLING AND LOPPING**

We will indemnify You for costs incurred with Our consent for removing or lopping trees which during the Period of Insurance have become an immediate threat

- (a) to the safety of life, or
- (b) of Damage to property

Provided that

- (i) this shall not apply to the cost of routine maintenance
- (ii) Our liability shall not exceed £1,000 any one occurrence

**20 TEMPORARY REMOVAL**

We will indemnify You for Damage as insured by this section to Landlord's Contents occurring during the Period of Insurance and not otherwise insured whilst temporarily removed to any other premises in the United Kingdom, the Channel Islands or the Isle of Man:

- (i) which You occupy in connection with the Business, or
- (ii) for cleaning, renovation, or repair purposes

## CONDITIONS

(The following Conditions apply to all policies)

### 1 NOTICE OF OCCUPANCY

It is a condition precedent to Our liability that You tell Us immediately when any of the Buildings becomes unoccupied or when any unoccupied portion of such Buildings becomes occupied. We will adjust the premium if necessary based on the new circumstances.

### 2 DESIGNATION OF PROPERTY

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

### 3 APPLICATION OF UNDER-INSURANCE CONDITION

The Sum Insured under each Item shown on the Schedule is separately subject to General Condition 7(f).

### 4 NON-INVALIDATION

The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to You or beyond Your control whether the risk of Damage is increased or otherwise. Provided that You inform Us immediately You become aware of the act, error, omission or alteration and pay an additional premium if required.

### 5 OTHER INTERESTS

We will automatically note the interests of any freeholders, lessees, underlessees, assignees and/or mortgagees. Provided that You shall advise Us of the name of any interested party and the nature and extent of their interest in the event of Damage.

### 6 BUILDINGS AWAITING DEMOLITION

If at the time of the Damage any Buildings are awaiting demolition, Our liability is limited to the additional cost of removing debris, as detailed in Extension 5 above, which is incurred by You solely as a result of such Damage.

### 7 BUILDINGS AWAITING REFURBISHMENT, REDEVELOPMENT OR RENOVATION

If at the time of the Damage any Buildings are awaiting refurbishment, redevelopment or renovation, We will not pay for any costs which would have been incurred by You in the absence of such Damage.

## EXCLUSIONS

We will not pay in respect of:

- 1 Damage caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only but this shall not exclude
  - (i) Damage caused by explosion of any boiler used for domestic purposes only

- (ii) subsequent Damage itself resulting from a cause not otherwise excluded.
- 2 Damage attributable solely to change in the water table level
- 3 Damage caused by or consisting of
  - (a) wear and tear; frost; wet or dry rot; dampness or dryness; or any other gradually operating cause;
  - (b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching;
  - (c) change in:
    - (i) temperature
    - (ii) colour
    - (iii) texture, or
    - (iv) finish
  - (d)
    - (i) moth
    - (ii) vermin
    - (iii) insects
    - (iv) fungal attack, or
    - (v) mouldhowever caused;
  - (e) inherent vice; latent defect; faulty or defective design or materials
  - (f) faulty or defective workmanship; operational error or omission on Your part or the part of any of Your employees;
  - (g) joint leakage; failure of welds; cracking; fracturing; collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
  - (h) mechanical or electrical breakdown or derangement
  - (i) chewing, scratching, tearing or fouling caused by petsbut this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
- 4 Damage caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude Damage to the property insured specified in the Schedule caused by
  - (a) pollution or contamination which itself results from a Defined Peril
  - (b) a Defined Peril which itself results from pollution or contamination
- 5 Damage by storm, wind, rain, hail, sleet, snow, flood or dust to movable property in the open, gates, fences or posts unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time
- 6 Damage by theft or attempted theft which does not involve either
  - (a) entry to or exit from the Premises by forcible and violent means, or
  - (b) actual or threatened assault or violence

- 7 Damage by malicious damage, theft or attempted theft caused by any tenant or person lawfully on the Premises unless shown as covered on the Schedule.
- 8 Damage caused by or consisting of acts of fraud, dishonesty or deception
- 9 Damage to property in transit other than whilst at the Premises or in the circumstances provided for by the following Extensions  
Extension 20 – Temporary Removal
- 10 Damage to money and securities of any description
- 11 Damage caused by subsidence landslip or ground heave
  - (a) to yards, car parks, roads, pavements, street furniture, outdoor swimming pools, outdoor tennis courts, walls, gates and fences unless also affecting the Buildings
  - (b) caused by or consisting of
    - (i) the normal settlement or bedding down of new structures
    - (ii) the settlement or movement of made up ground
    - (iii) coastal or river erosion
  - (c) resulting from
    - (i) demolition, construction, structural alteration or repair of any property
    - (ii) groundworks or excavation  
at the same premises
  - (d) which originated prior to the inception of this cover
- 12 Damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 13 Damage to a building or structure caused by its own collapse or cracking.
- 14 Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair.
- 15 Damage to fixed glass or sanitaryware:
  - (i) occurring during installation or removal, or
  - (ii) which was cracked or fractured prior to inception of this insurance, or
  - (iii) occurring whilst the Premises are empty or unoccupied unless specifically agreed
- 16 Damage by fire to property caused by its undergoing any process involving the application of heat.
- 17 Damage to property or structures in course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection.
- 18 The cost of maintenance or routine alteration or decoration.

- 19 Delay; loss of market; or any form of consequential loss
- 20 Damage to:
- (a) livestock; growing crops; or trees
  - (b) vehicles licensed for road use; caravans; trailers; railway locomotives; rolling stock; watercraft or aircraft
  - (c) piers; jetties; bridges; culverts; or excavations
  - (d) property more specifically insured
  - (e) property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.
- 21 The amount of the Excess specified in the Schedule
- 22 Damage caused by any of the following whilst any of the Buildings is empty or not in use:
- (a) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
  - (b) Escape of water or oil from any tank, apparatus, pipe or appliance.
  - (c) Theft or attempted theft.
- 23 Damage caused as a result of any property being used by occupants for illegal activities.
- 24 Theft or attempted theft occasioned by use of a key, key code or key card

## **SECTION B LOSS OF RENT**

### **COVER**

We will pay up to the Sum Insured stated in the Schedule in consequence of accidental Damage as insured under Section A occurring during the Period of Insurance for

- 1 loss of Rent which shall be
  - (a) the shortfall between the Rent received during the Indemnity Period and the Rent which would have been received but for the Damage
  - (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided
- 2 the costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in re-letting the Premises (including legal fees in connection with the re-letting)

Provided that at the time of the Damage there is in force an insurance covering Your interest in the property at the Premises against such Damage and that

- (a) payment shall have been made or liability admitted in respect of the Damage or
- (b) payment would have been made or liability would have been admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

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

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

### **CONDITIONS**

#### **1 SAVINGS**

The amount payable shall be reduced by

- (a) any sum saved during the Indemnity Period on business expenses or charges payable out of Rent which cease or reduce as a result of the Damage, and
- (b) any Rent received from the use of other premises to provide accommodation to tenants or prospective tenants of the Buildings during the Indemnity Period

**2 PAYMENTS ON ACCOUNT**

Payments on account will be made to You in respect of claims for loss of Rent on the date upon which the Rent would have been due from the lessee but for the Damage.

**3 UNDER-INSURANCE**

Provided that if the Sum Insured by Rent be less than the Rent during the twelve months immediately before the date of the Damage (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**4 UNOCCUPIED BUILDINGS**

If at the time of the Damage the Buildings or any portions of the Buildings are unoccupied cover in respect of Rent will only apply if there is an ongoing tenancy agreement in force for which a rental income is being received that can be identified in Your records.

**EXTENSIONS**

(These Extensions apply to your policy automatically)

**1 REINSTATEMENT OF LOSS**

In the event of loss under this Section, and in the absence of written notice by You or Us to the contrary, the amount of such loss is to be automatically reinstated from the date of the loss and You undertake to pay such additional premium as We may reasonably require for the reinstatement for the remainder of the Period of Insurance.

**2 BUILDINGS AWAITING SALE**

If at the time of Damage You shall have

- (a) contracted to sell Your interest in the Premises, or
- (b) accepted an offer in writing to purchase Your interest in the Premises subject to contract

and the sale is cancelled or delayed solely in consequence of Damage insured by Section A occurring during the Period of Insurance then provided that You shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage You may opt for the amount payable by Us to be as follows

- (i) the loss of Rent from the date of the Damage until the date the Premises would have been sold or the expiry of the Indemnity Period if earlier. The loss in respect of Rent being the shortfall between the Rent received and the Rent which would have been received but for the Damage, or
- (ii) the loss in respect of interest from the date the Premises would have been sold if the Damage had not occurred to the actual date of sale or the expiry of the Indemnity Period if earlier. The loss in respect of interest being:
  - (1) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business or
  - (2) the investment interest lost to the Insured on any balance

of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph (1) above)

less any amount receivable in respect of Rent, or

- (iii) the additional expenditure necessarily and reasonably incurred during the Indemnity Period following the Damage solely to avoid or minimise the loss payable under (i) and (ii) above but not exceeding the amount of loss avoided by such expenditure

Provided that the amount payable in any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule for Rent.

### **3 CAPITAL ADDITIONS (RENT)**

We will indemnify You for loss of Rent that is not otherwise insured for:

- (a) any newly acquired or newly erected buildings
- (b) alterations, additions or improvements to Buildings covered under Section A

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

Provided that

- (i) Our maximum liability at any one premises under this clause shall not exceed 10% of the Sum Insured on Rent up to a maximum of £100,000 during any one Period of Insurance
- (ii) You undertake to provide particulars of such extension to cover as soon as possible
- (iii) You undertake to pay any reasonable additional premium We require.

### **4 EXPLOSION**

Notwithstanding Exclusion 1 of Section A, We will pay for loss resulting from interruption or interference with the Business carried on at the Premises in consequence of the explosion of any boiler or economiser on the Premises in which internal pressure is due to steam only.

### **5 INFECTIOUS DISEASES AND OTHER CLOSURE**

The insurance by this Section is extended to include loss of Rent occurring during the Period of Insurance as a result of restrictions on the use of the Premises on the order or advice of the competent authority caused by:

- (a) Infectious Disease manifested by any person whilst at the Premises;
- (b) an outbreak of an Infectious Disease within 25 miles of the Premises;
- (c) murder or suicide occurring at the Premises;
- (d) injury or illness sustained by any person which arises from, or is traceable to, foreign or injurious matter in food or drink provided on the Premises;
- (e) closing of the whole or part of the Premises by the order or on the advice of a competent Public Authority as a result of:-
  - (i) defects in the drains or other sanitary arrangements in the Premises
  - (ii) the Premises becoming infested with vermin or pests.

Provided that:

- (i) Our liability is limited to the period beginning
  - (1) in the case of (a), (b), (c) and (d), above, with the occurrence or discovery of the incident;
  - (2) in the case of (e) above, with the date from which the restrictions on the Premises are appliedand ending not later than 12 weeks thereafter.
  
- (ii) Our maximum liability under this clause shall not exceed 10% of the Sum Insured on Rent or £250,000 whichever is less during any one Period of Insurance
  
- (iii) Infectious Disease means illness sustained by any person resulting from any of the following human infectious or human contagious diseases
  - Acute Encephalitis
  - Acute Poliomyelitis
  - Anthrax
  - Chicken Pox
  - Cholera
  - Diphtheria
  - Dysentery
  - Legionellosis
  - Legionnaires Disease
  - Leprosy
  - Leptospirosis
  - Malaria
  - Measles
  - Meningococcal Infection
  - Mumps
  - Ophthalmia Neonatorum
  - Paratyphoid fever
  - Plague
  - Rabies
  - Rubella
  - Scarlet Fever
  - Smallpox
  - Tetanus
  - Tuberculosis
  - Typhoid Fever

Viral Hepatitis  
Whooping Cough  
Yellow Fever

## **6 LOSS OF ATTRACTION**

We will indemnify You for loss of Rent occurring during the Period of Insurance as a result of accidental Damage to property in the immediate vicinity of the Premises which results in a fall in the number of tenants attracted to the Premises whether the Premises or Your property are the subject of Damage or not.

Provided that

- (a) We will not pay for loss arising from obstruction of roads, streets and the like by weather or climatic conditions
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A
- (c) Our liability is limited to the period beginning with the occurrence of the Damage and lasting no longer than 3 months thereafter
- (d) Our maximum liability under this extension shall not exceed 5% of the Sum Insured on Rent or £250,000, whichever is less, during any one Period of Insurance

## **7 LOSS OF INVESTMENT INCOME ON LATE PAYMENT**

If as a result of Damage We are paying indemnity in respect of loss of Rent and Our payment to You is made later than the date upon which You would normally have expected to receive the Rent from a lessee We will pay a further sum representing the investment interest lost by You during the delay period.

Provided that the amount payable in respect of Rent and investment interest lost in any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule for Rent.

## **8 MANAGING AGENTS PREMISES**

We will indemnify You for loss of Rent resulting from Damage occurring during the Period of Insurance to any location in the United Kingdom owned or occupied by Your managing agents for the purposes of their business

Provided that

- (a) Our maximum liability under this extension shall not exceed 10% of the Sum Insured on Rent or £250,000, whichever is less, in respect of any one occurrence
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A.

## **9 PREVENTION OF ACCESS**

We will indemnify You for loss of Rent following accidental Damage occurring during the Period of Insurance to property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Premises or Your property are the subject of Damage or not.

Provided that

- (a) Our maximum liability shall not exceed 25% of the Sum Insured on Rent applying to the Premises or £100,000, whichever is less, in respect of any one occurrence
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A.

#### **10 LEGAL FEES OR PROFESSIONAL ACCOUNTANTS**

If any of the Buildings suffer Damage We will pay the reasonable charges payable by You and incurred with Our consent to:

- (a) Your professional accountants for producing such information as We may be require under the terms of General Condition 7 and for reporting that such particulars are in accordance with Your accounts
- (b) Your lawyers for determining Your contractual rights under any Rent Cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

#### **11 PUBLIC UTILITIES**

We will indemnify You for loss of Rent resulting from the accidental failure of the supply (but excluding any failure which does not include interruption of supply for at least four hours) of

- (a) electricity at the terminal ends of the supply authority's service feeders at the Premises
- (b) gas at the supply authority's meters at the Premises
- (c) water at the supply authority's main stop cock serving the Premises (other than by drought)

not occasioned by

- (i) the deliberate act of any supply authority nor by the exercise by any such authority of its power to withhold or restrict supply
- (ii) strikes or labour or trade disputes

Provided that

- (a) Our maximum liability shall not exceed 25% of the Sum Insured on Rent applying to the Premises or £50,000, whichever is less, in respect of any one occurrence
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A.

#### **12 ALTERNATIVE ACCOMMODATION – RESIDENTIAL PROPERTIES**

If Buildings that are occupied totally or partially for residential purposes suffer accidental Damage insured under Section A We will pay the costs You incur in providing comparable temporary alternative accommodation for the Residents who normally live in the Buildings if the residential property cannot be lived in or accessed because of Damage covered by this Insurance.

Provided that We shall not be liable for

- (a) any costs You or the Residents incur once the Buildings can be lived in again.
- (b) any costs You agree to pay without Our written permission.

- (c) any amount in excess of 10% of the Sum Insured on Rent applying to the Premises or £50,000, whichever is less, in respect of any one occurrence

**13 RENT-FREE PERIOD**

If at the time of Damage the Buildings are subject to a rent-free period concession under the terms of the lease, then the Indemnity Period stated in the Schedule will be adjusted by adding the unexpired portion of the rent-free period to the number of months shown in the Schedule.

## **SECTION C LIABILITY**

### **OPERATIVE AND INDEMNITY CLAUSE**

We will indemnify You against:

- 1 Your liability to pay damages (including claimants' costs fees and expenses)
- 2 all costs fees and disbursements You incur with Our prior written consent in the defence or settlement of any claim under this insurance (hereinafter called "Defence Costs")

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings (including any appeal) relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business in respect of matters which may form the subject of indemnity by this insurance (including, with Our prior consent Your directors, partners or Employees).

Provided that:

- i) We shall not be liable for any fines or penalties imposed as a consequence of such prosecution or appeal including the cost of complying with a publicity or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 arising in respect of such prosecution or appeal
- ii) We shall not be responsible for Defence Costs where at Our discretion We may require the opinion of counsel (whose appointment is at Our sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution
- iii) Our liability for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with Our prior consent otherwise) limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Channel Islands or the Isle of Man
- (iv) We shall not be liable for Defence Costs consequent upon any deliberate act or omission by
  - (i) You
  - (ii) any of Your partners or directors
  - (iii) any Employee with any specific responsibility for compliance with the legislation specified above which could reasonably have been expected to constitute a breach of the legislation specified above

The indemnity applies only to such liability as defined by each insured Sub Section arising out of the Business specified in the Schedule subject always to the terms Conditions and Exclusions of such Sub Section and of the insurance as a whole

## **SUB SECTION 1 - EMPLOYERS LIABILITY**

### **COVER**

We will indemnify You in accordance with the Operative and Indemnity Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule within the Territorial Limits. Provided that Our liability to pay damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

## **SUB SECTION 2 - PROPERTY OWNERS' LIABILITY**

### **COVER**

We will indemnify You in accordance with the Operative Clause for

1. Accidental Injury
2. Accidental Damage to Property
3. Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
4. Wrongful arrest, false imprisonment or false eviction

occurring during the Period of Insurance as stated in the Schedule within the Territorial Limits and in the course of the Business. Provided that Our liability to pay damages shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

### **EXTENSIONS**

(Each Extension will show the Sub Section(s) to which it applies)

- 1 ADDITIONAL PERSONS INSURED (Applicable to all Sub Sections)**
  - (a) In the event of the death of any person entitled to indemnity under this Section, We will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
  - (b) At Your request indemnity will be extended to:

- (i) any of Your directors, partners or Employees in respect of liability arising in connection with the Business
- (ii) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
- (iii) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee
- (iv) in respect of the Premises occupied for residential purposes:
  - 1) the Residents
  - 2) the managing agents
  - 3) the Residents' association
  - 4) the owner or lesseebut excluding the liability of any Resident arising from their occupation (and not ownership) of the residential property in which they are residing.

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this Section if the claim had been made against You

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely You and Us.

## **2 COURT ATTENDANCE COSTS (Applicable to all Sub Sections)**

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

- |     |  |      |
|-----|--|------|
| (a) | You or any of Your directors or partners | £500 |
| (b) | any Employee                             | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance

**3 UNSATISFIED COURT JUDGEMENTS (Applicable to Sub Section 1)**

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in any court situated within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

- (i) in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course the Business, and
- (ii) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and
- (iii) payment remaining unsatisfied in whole or in part six months after the date of such judgement,

at Your request We will pay to the Employee or personal representative of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement including damages and costs to Us

**4 EXHIBITIONS (Applicable to all Sub Sections)**

We will indemnify You in respect of liability arising out of Your attendance at exhibitions and trade fairs during the Period of Insurance and within the Territorial Limits applicable to each Sub Section.

**5 CROSS LIABILITIES (Applicable to Sub Section 2)**

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other. Provided that Our total liability shall not exceed the stated Limits of Indemnity

**6 DATA PROTECTION ACT 1998 (Applicable to Sub Section 2)**

The indemnity provided by this insurance extends to include liability for damage and distress under Section 13 of the Data Protection Act 1998

Provided that

- (a) the liability arises from data for which You are registered under the Act and You have taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (b) You are not in business as a Computer Bureau
- (c) You do not supply data for a fee other than to a data subject
- (d) a claim is first made against You during the Period of Insurance
- (e) We will not indemnify You in respect of
  - (i) the cost of replacing, re-instating, rectifying, erasing, blocking or destroying any personal data
  - (ii) liability caused by or arising from a deliberate or intentional act or omission by You or any other party entitled to an indemnity under this section the effect of which will knowingly result in liability under the Data Protection Act

- (iii) claims which arise out of circumstances notified to previous insurers or are known to You at the inception of this insurance
- (iv) liability for which indemnity is provided under any other insurance
- (v) any claim or claims made by or on behalf of any of Your directors or Employees in connection with employment in the Business
- (vi) the payment of fines or penalties

**7 DEFECTIVE PREMISES ACT (Applicable to Sub Section 2)**

We will indemnify You in respect of liability arising during the Period of Insurance under the Defective Premises Act 1972 or similar legislation in relation to any business premises or land of which You have disposed. Provided that

- (a) such liability is not otherwise insured, and
- (b) We shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

**8 MOTOR CONTINGENT LIABILITY (Applicable to Sub Section 2)**

Notwithstanding Exclusion 6 of this Section this insurance will indemnify You in respect of Injury or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business. Provided always that no indemnity is provided by this Extension:

- (a) in respect of Injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- (b) for Damage to any vehicle and/or contents therein
- (c) Injury or Damage arising while such vehicle is being driven by You or any Employee other than the owner of such vehicle
- (d) if such vehicle is more specifically insured
- (e) for any Employee whilst driving or in charge of such vehicle
- (f) if such vehicle is being used outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (g) if the vehicle is being used with Your general consent or that of Your representative by any person who, to Your knowledge or the knowledge of such representative, does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

**9 OVERSEAS PERSONAL LIABILITY (Applicable to Sub Section 2)**

We will indemnify You and, if You so request, any of Your directors or Employees (or immediate family accompanying You or them) against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply:

- (a) to legal liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance

## **CONDITIONS**

(Each Condition will show the Sub Section(s) to which it applies)

- 1 PROPORTIONMENT OF DEFENCE COSTS (Applicable to All Sub Sections)**

Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability to pay all Defence Costs in connection with the claim shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.
- 2 RIGHTS OF RECOVERY (Applicable to Sub Section 1)**

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, the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law ordinance or statute
- 3 EMPLOYERS LIABILITY CERTIFICATES (Applicable to Sub Section 1)**

If this policy or this Section is cancelled any certificate of Employer's Liability insurance is cancelled at the same time.
- 4 COSTS INCLUSIVE IN USA & CANADA (Applicable to Sub Section 2)**

Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule.
- 5 EXCESS (Applicable to Sub Section 2)**

The Excess will be payable before We shall be liable to make any payment.

## **EXCLUSIONS**

(Each Exclusion will show the Sub Section(s) to which it applies)

- 1 ROAD TRAFFIC ACT (Applicable to All Sub Sections)**

This insurance does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation
- 2 LIABILITY ASSUMED UNDER CONTRACT (Applicable to All Sub Sections)**

We will not indemnify You in respect of any claims under this section in respect of liability which is assumed by You under any contract or agreement.

**3 FINES OR PENALTIES (Applicable to All Sub Sections)**

We will not be liable in respect of:

- (i) any fines, penalties or liquidated damages
- (ii) the costs of appeal against any improvement or prohibition notices
- (iii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- (iv) compensation ordered or awarded by a Court of Criminal Jurisdiction

**4 OFFSHORE WORK (Applicable to All Sub Sections)**

We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence inclusive of all costs and expenses shall apply.

**5 TERRORISM (Applicable to Sub Section 1)**

We will not pay for liability directly or indirectly caused by, resulting from or in connection with

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

Notwithstanding the foregoing it is agreed that this exclusion will not apply to damages payable by You for any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause up to a limit of £5,000,000 inclusive of all costs and expenses.

**6 MOTOR VEHICLES (Applicable to Sub Section 2)**

We will not pay for any liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
- (b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
- (c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
- (d) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

**7 PRODUCTS SUPPLIED (Applicable to Sub Section 2)**

We will not pay for any liability arising out of Products supplied other than:

- (a) food or drink sold or supplied for consumption by Your directors, Employees or visitors
- (b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose

- 8 AIR AND WATER CRAFT (Applicable to Sub Section 2)**  
We will not pay for liability arising out of the ownership possession or use by You or on Your behalf of any
- (a) aircraft or other aerial device
  - (b) aerospace device
  - (c) hovercraft
  - (d) watercraft other than hand or sail propelled watercraft whilst being used on inland waterways
- 9 CARE, CUSTODY AND CONTROL (Applicable to Sub Section 2)**  
We will not pay for liability arising as a result of Damage to property owned leased or hired by You or under hire purchase or on loan to You or otherwise in Your care custody or control other than
- (a) premises (or the contents thereof) temporarily occupied by You at which You are undertaking work in connection with the Business (but no indemnity is granted for Damage to that part of the property on which You are working and which arises out of such work)
  - (b) directors', partners', Employees' and visitors' clothing and personal effects including vehicles and their contents
  - (c) premises tenanted by You to the extent that You would be liable in the absence of any specific agreement
- 10 DEFECTIVE WORK OR MATERIALS (Applicable to Sub Section 2)**  
We will not indemnify You in respect of the cost of replacing or making good faulty, defective or incorrect
- (a) workmanship, or
  - (b) materials, goods or other property supplied, installed or erected by You or on Your behalf
- 11 INJURY TO AN EMPLOYEE (Applicable to Sub Section 2)**  
We will not pay for Injury to an Employee where such Injury arises out of the Business.
- 12 PROFESSIONAL ADVICE & DESIGN (Applicable to Sub Section 2)**  
We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by You or on Your behalf for a fee or in circumstances where a fee would usually be charged but this shall not exclude such liability arising in conjunction with Products supplied.
- 13 POLLUTION (Applicable to Sub Section 2)**  
We will not pay for any liability arising:
- (a) from Pollution of buildings or other structures or of water or land or the atmosphere outside of North America other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that Our liability shall not exceed the sum stated in the Schedule in respect of all occurrences.
  - (b) directly or indirectly from any Pollution or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

**14 ASBESTOS (Applicable to Sub Section 2)**

We will not pay for any liability directly or indirectly arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

**15 EXCESS (Applicable to Sub Section 2 )**

We shall not be liable for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

**16 PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES (Applicable to Sub Section 2)**

We will not be liable in respect of punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

**17 REPAIR OR REPLACEMENT OF PRODUCTS (Applicable to Sub Section 2)**

We shall not be liable for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair reconditioning or replacement

**18 PRODUCT RECALL (Applicable to Sub Section 2)**

We shall not be liable for any liability arising out of the recall of any Product or part thereof

**19 ILLEGAL ACTIVITIES (Applicable to Sub Section 2)**

We will not be liable as a result of any residential property being used by occupants for illegal activities.