

**PROPERTY OWNERS
POLICY WORDING**

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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

What to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about **your policy** administration and documents, **you** should contact

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

Tel No: 01702 411200
Email: Complaints@ChoiceInsuranceAgency.com

CLAIMS ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about a claim or its administration, **you** should contact

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

Tel No: 01371 829276
Email: claims@kellyadjusters.co.uk

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first-class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your policy** or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the **policy** was sold to **you** or whether it meets **your** requirements, **you** should contact **your** insurance broker.

Please quote **your policy** number in all correspondence so that **your** concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to Kelly Adjusters Limited. Their contact details are provided below:

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

Tel No: 01371 829276
Email: claims@kellyadjusters.co.uk

Alternatively **you** can ask **your** insurance broker to refer the matter on for **you**.

Please quote **your** claim reference and **policy** number in all correspondence so that **your** concerns may be dealt with speedily.

What happens next?

If **your** insurance broker, Choice Insurance Agency Ltd or Kelly Adjusters Limited are not able to resolve **your** complaint satisfactorily by close of business the 3rd working day following receipt of **your** complaint, they will refer **your** complaint to the Head of Compliance at **SCOR Managing Agency Ltd.**, who will send **you** an acknowledgement letter. If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Head of Compliance yourself by writing to:

SCOR Managing Agency Ltd

10 Lime Street
London
EC3M 7AA
Telephone: 0203 817 5070

E-mail: SYND-complaints@scor.com

We will investigate **your** complaint and will provide **you** with a written response within two weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

In the event that you remain dissatisfied with **us** then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

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

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
website: www.lloyds.com/complaints

If you remain unhappy

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0300 123 9 123** or **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **you** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme ,
PO Box 300, Mitcheldean, GL17 1DY.

Tel: **0800 678 1100** or **0207 741 4100** website: www.fscs.org.uk

ABOUT OUR REGULATOR

This **policy** of insurance is issued in accordance with the authorisation granted under contract to Choice Insurance Agency Ltd and underwritten by SCOR Managing Agency Ltd.

This **policy** is underwritten by the SCOR Syndicate 2015 which is managed by the SCOR Managing Agency Limited. The SCOR Managing Agency Limited is registered in England and Wales and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 605605). The SCOR Managing Agency Limited is registered at 10 Lime Street, London, EC3M 7AA (Company number 08614385).

HOW WE USE YOUR INFORMATION

Data Privacy Notice

Your personal information notice.

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with **your** insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions you may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw your consent, this may affect our ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us.

Where you provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Please see: <https://www.scor.com/en/cookies-privacy>

*Contacting us and **your** rights*

You have rights in relation to the information **we** hold about you, including the right to access **your** information. If you wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of our full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide you with our contact details.

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** as soon as reasonably practicable of any errors or omissions.

The **schedule** attached to this **policy** 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 conditional to **our** liability. It is important that **you** comply with these conditions 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.

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

GENERAL DEFINITIONS

(applying to the whole of this **policy**. Any extra definitions are shown in the section to which they apply)

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) **outbuildings**, extensions and annexes
- (c) telephone, gas, water, sewage and electrical instruments, meters, piping, cabling
- (d) concrete, paved or asphalt roads, yards, vehicle parks, pavements or paths for which you are legally responsible for
- (e) outdoor tennis courts and swimming pools
- (f) fixed glass, sanitaryware and signs
- (g) walls, gates and fences

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

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

Damage

Direct physical loss destruction or damage.

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, landslip or heave.

Electronic Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

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

Physical injury, death, illness and resultant mental injury, disease, mental anguish or nervous shock

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

SCOR Syndicate 2015.

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.

Policy

This document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

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 **electronic 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.

Schedule

The document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** of insurance and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

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.

Unoccupied

Any period of time during which **you** and/or **your** tenant are not inhabiting and/or trading from the **premises**.

GENERAL CONDITIONS

(applying to the whole of this **policy**. Any extra conditions are shown in the section to which they apply)

OBSERVANCE OF TERMS

1. **You** must at all times observe the terms of this **policy**. These are the conditions of the insurance that **you** must comply as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.

IMPORTANT INFORMATION YOU HAVE GIVEN US

2. In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- a) treat this policy as if it never existed;
- b) decline all claims; and
- c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- i) treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

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 terminate the **policy** provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of 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.

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 or circumstances which may give rise 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 Choice Insurance Agency Ltd, Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE 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. **You** must:-
- (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) **You** must:
- (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 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 must be a condition 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 incident or circumstance 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 OBLIGATIONS

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.

SUBJECTIVITIES

10. **You** must
- (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 condition 2.

FINANCIAL OR TRADE SANCTIONS

11. **We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

SEVERAL LIABILITY

12. 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

- 13 a) If the **insured** makes a fraudulent claim under this insurance contract, the **insurer**:
- i) is not liable to pay the claim; and
 - ii) may recover from the **insured** any sums paid by the **insurer** to the **insured** in respect of the claim; and
 - iii) may by notice to the **insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If the **insurer** exercises its right under clause a) above:
- i) The **insurer** shall not be liable to the **insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - ii) The **insurer** need not return any of the premiums paid.

Fraudulent claims – group insurance

- c) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is

made under the contract by or on behalf of a covered person, the **insurer** may exercise the rights set out in clause a) above as if there were an individual insurance contract between the **insurer** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

UNOCCUPIED PREMISES CONDITION

14. 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 and Aircraft or other aerial devices or articles dropped from them only.

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 1st October to 30th April the **premises** has low pressure hot water heating systems which are to remain on at a minimum temperature of 15 degrees C 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 security

and 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

(The following exclusions apply to the whole of this **policy**. Each section will also have additional exclusions)

1 RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 SONIC BANGS

We will not pay for **damage** directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 WAR & SIMILAR RISKS

- (a) **We** will not pay for **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) **We** will not also not pay for **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 CYBER AND DATA

We will not pay for any:

- (a) Cyber
loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of or inability to use any application, software, or programme;
 - ii. any computer virus;
 - iii. any computer related hoax relating to i and/or ii above.
- (b) Electronic data

loss, damage, cost, expense or liability for damage to any **electronic data** wherever it is stored.

Employers and property owners' liability

In respect of the employers and property owners' liability sections of this **policy** (where applicable) paragraph (a) above shall not apply in respect of liability for

- (i) any ensuing third party **injury**
- (ii) any ensuing physical damage to third party property;
- (iii) any ensuing **injury** to an **employee**;

5 TERRORISM

Not applicable to Section C

We will not pay for **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

We will also not pay for **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 INFECTIOUS OR CONTAGIOUS DISEASE

Not applicable to Section C – Sub-Section 1 - Employers Liability

We will not pay for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- (a) infectious or contagious disease;
- (b) any fear or threat of a) above; or
- (c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

7 MICRO-ORGANISM

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- (i) Any physical loss or damage to the **premises**
- (ii) Any insured peril or cause, whether or not contributing concurrently or in any sequence
- (iii) Any one loss, occupancy or functionality
- (iv) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

8 NUCLEAR, BIOLOGICAL AND CHEMICAL CONTAMINATION

We will not pay for:

- (i) loss or destruction of or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
- (ii) any legal liability of whatsoever nature;
- (iii) death or injury to any person;

directly or indirectly caused by or contributed to by or arising from nuclear, biological or chemical contamination due to or arising from;

- (a) **terrorism**; and/or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

SECTION A - MATERIAL DAMAGE

COVER

In the event of **damage** to the property insured described in the **schedule** which occurs at the **premises** during the **period of insurance** by any 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 the Total Sum Insured or in respect of any one item its Sum Insured.

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, in the event of **damage**.
- (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 total 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 the lesser
- 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
 - (4) arising from pollution, exposure to infectious agents or materials or contaminations of property not insured by this **policy**
- 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 cover **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) **we** are satisfied that the **damage** has been avoided or reduced in consequence of the measures taken
- (c) the terms, conditions and exclusions of this insurance shall apply as if **damage** had occurred

- (d) 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
- (e) **our** liability is limited to £100,000 any one loss or series of losses arising out of any one event

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 shall not exceed £1,000 in respect of any one claim.

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 total 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** written 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 cover **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 cover **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 cover **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 cover **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

(These are the conditions of the insurance that **you** must comply, as your part of this contract. If you do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.)

1 NOTICE OF OCCUPANCY

You must tell **us** as soon as reasonably practicable 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 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) sudden and accidental pollution or contamination which itself results from a **defined peril**
 - (b) a **defined peril** which itself results from sudden and accidental 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 entry/exit which has resulted in physical damage to the **buildings** and/or to the security devices, 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**.
- 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**
- 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 excavationat 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 **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.
 - (f) transmission and distribution lines beyond 300 metres of the **premises**
- 21 The amount of the **excess** specified in the **schedule**
- 22 **damage** caused by any of the following whilst any of the **buildings** is **unoccupied**:
 - (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 **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 payment shall have been made or liability admitted in respect of the **damage**, 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 cover **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

Even if Exclusion 1 of Section A applies, **we** will pay for loss resulting from interruption of 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 LOSS OF ATTRACTION

We will cover **you** for loss of **rent** occurring during the **period of insurance** as a result of **damage** to property within 1(one) mile radius 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 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 the lesser, during any one Period of Insurance

6 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**.

7 MANAGING AGENTS PREMISES

We will cover **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 the lesser, 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.

8 PREVENTION OF ACCESS

We will cover **you** for loss of **rent** following **damage** occurring during the **period of insurance** to property in the within 1(one) mile of the **premises** which prevents access to or the use of 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 the lesser, 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 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 above 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

10 PUBLIC UTILITIES

We will cover **you** for loss of **rent** resulting from the 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 the lesser, 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.

11 ALTERNATIVE ACCOMMODATION – RESIDENTIAL PROPERTIES

If **buildings** that are occupied totally or partially for residential purposes suffer **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 the less, in respect of any one occurrence

12 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 cover **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 cover **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 cover **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 cover 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 cover **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 DEFECTIVE PREMISES ACT (Applicable to Sub Section 2)

We will cover **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

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 cover **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 All Sub Sections)

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**

This exclusion will not apply to damages payable by **you**:

- (i) under sub-section 1 up to a limit of £5,000,000, including all costs and expenses, for any one claim or series of claims against **you** arising out of any one cause.
- (i) under sub-section 2 up to a limit of £2,000,000, or any other amount specified in the **schedule** for property owners' liability, whichever is the lesser, in total for all claims against **you** occurring in any one **period of insurance**.

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 Sections 1 and 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 cover **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

18 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.